

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

Ms. Jane Royer Barr • Ms. Rose Filicetti • Ms. Sandra Nichols • Ms. Sue Roth • Mr. Dana Sales

Mr. Abel Sanchez • Mr. Bruce Van Allen

Santa Cruz County Board of Education

Regular Board Meeting Thursday May 21, 2020 Open Session 4:00 P.M. Held by Videoconference Only

NOTICE:

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

Join Zoom Meeting https://us02web.zoom.us/j/86732936395

Meeting ID: 867 3293 6395 One tap mobile +16699006833,,86732936395# US (San Jose) +13462487799,,86732936395# US (Houston)

> Dial by your location +1 669 900 6833 US (San Jose) +1 346 248 7799 US (Houston) +1 253 215 8782 US (Tacoma) +1 646 558 8656 US (New York) +1 301 715 8592 US (Germantown) +1 312 626 6799 US (Chicago)

Santa Cruz County Office of Education
I.T. Help Desk: 831-466-5894
I.T. Help Email: Techs@santacruzcoe.org

PUBLIC COMMENT:

Those wishing to make a comment about items 7.4 or 7.5 listed below will have the opportunity to speak for up to two minutes during the public hearing. To submit a comment to be read aloud on your behalf regarding an item either listed or not listed on the meeting agenda, please send a comment no longer than 300 words to sleibenson@santacruzcoe.org no later than 2pm on May 21st.

AGENDA

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

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

2. PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF AGENDA

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

4. PUBLIC COMMENT

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

5. CONSENT AGENDA

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

- 5.0.1 Minutes of the Regular Board Meeting of April 16, 2020
- 5.0.2 Routine Budget Revisions
- 5.0.3 Surplus Items

5.1 <u>DEFERRED CONSENT ITEMS (if required)</u>

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

6. <u>CORRESPONDENCE</u>

Official correspondence received by the Board is included herein.

7. REPORTS, DISCUSSIONS, AND PRESENTATIONS

7.1 <u>Oasis Student Recognitions</u>

Students from Oasis High School will be recognized for their outstanding performance throughout the 2019-2020 School Year.

Presenters: John Rice, Senior Director, Alternative Education

Jeffrey Matlock, Teacher, Oasis High School

7.2 Educator of the Year Awards

Each year, the Santa Cruz County Board of Education celebrates the accomplishments of teachers, classified employees, administrators, and counselors. Award recipients are nominated by their peers and will be awarded a plaque of outstanding achievement by Superintendent Sabbah.

Award Recipients: Shanti Blanck, Classified Employee of the Year, SCCS

Laura Denny, Teacher of the Year, SLVUSD Nancy Puente, Counselor of the Year, PVUSD Greg Stein, Administrator of the Year, LOSD

Presenters: Debi Bodenheimer, Associate Superintendent, Educational Services

Dr. Faris Sabbah, County Superintendent of Schools

7.3 Retirement Recognitions

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

Retirees: Camy Ditter, Teacher, Alternative Education

Mary Hart, Deputy Superintendent, Business Services

Stephanie Sommer-Kass, Senior Instructional Aide, Special Education

Presenters: Dr. Faris Sabbah, County Superintendent of Schools

7.4 Public Hearing regarding REVISED PCS Petition for Material Revision

The Board shall hold a public hearing to consider the level of support for a revised request for a material revision to Pacific Collegiate Charter School that would add a 6th grade program (or, a 6th grade "pilot program") by teachers employed by the school district, other employees of the school district, parents, and members of the public. The revised Petition for Material Revision was received by the Santa Cruz County Office of Education on April, 16th 2020. The Board will consider approval or denial of the petition at the regular June meeting of the Santa Cruz County Board of Education.

Open, Conduct, & Close the Public Hearing: Sue Roth (President)

7.5 <u>Public Hearing regarding Conversion of Cypress Charter High School into a Alternative</u> <u>Education Community School</u>

The Board shall hold a public hearing to consider the level of support for the conversion of Cypress Charter High School into an alternative education community school by teachers employed by the school district, other employees of the school district, parents, and members of the public. The Board will consider approval or denial of the request to convert Cypress Charter High School into a community school at the regular June meeting of the Santa Cruz County Board of Education.

Open, Conduct, & Close the Public Hearing: Sue Roth (President)

7.6 COVID-19 Update

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

Presenter: Dr. Faris Sabbah, County Superintendent of Schools

7.7 <u>Labor Negotiations - "Sunshine" the County Superintendent of Schools 2020-2021</u> Initial Negotiations Proposal to the Classified Employees Bargaining Unit (CSEA)

The designated representative of the County Superintendent of Schools will sunshine the Superintendent's 2020-2021 initial negotiations proposal to the Classified Employees Bargaining Unit, CSEA.

Presenter: John Armstrong, Director, Alternative Education

7.8 <u>Actuarial Study of Retiree Health Liabilities</u>

The Board will receive a report of the Actuarial Study of Retiree Health Benefits, as is required every two years in compliance with GASB43/45.

Presenter: Rebecca Olker, Senior Director, Fiscal Services

8. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS

8.1 Interdistrict Transfer Appeal #20-02

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

Open, Conduct, & Close the Public Hearing: Sue Roth (President)

8.2 Cancel Previously Scheduled June 25, 2020 Special Board Meeting

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

Presenter: Mary Hart, Deputy Superintendent, Business Services

Motion: Sue Roth (President)

9. SUPERINTENDENT'S REPORT

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

10. TRUSTEE REPORTS (3 minutes each)

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

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

12. SCHEDULE OF MEETINGS AND COMING EVENTS

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

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

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

13. ADJOURNMENT

The Board President will adjourn the meeting.

Santa Cruz County Board of Education Agenda, Regular Meeting May 21, 2020

PLEASE NOTE:

Public Participation:

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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.

<u>Translation Requests:</u>

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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 Board of Education 400 Encinal St. Santa Cruz CA 95060 State of California: County of Santa Cruz: **NOTICE OF PUBLIC HEARING HEARING DATE: May 21, 2020**

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



Santa Cruz County Board of Education

400 Encinal Street, Santa Cruz, CA 95060
Tel (831) 466-5900
www.santacruzcoe.org

Ms. Jane Royer Barr

Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Dana Sales

Mr. Abel Sanchez
Mr. Bruce Van Allen

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that on Thursday May 21, 2020 at 4:00 p.m., or as soon thereafter as the matter can be heard, via videoconference at the following web address, the Santa Cruz County Board of Education will hold public hearings during which they will consider the level of support for the following:

- I. Pacific Collegiate Charter School's Revised Petition for a Material Revision to add a "6th Grade Pilot Program"
- II. Request to Convert Santa Cruz County Cypress Charter High School into a countywide alternative education community school that will be set to open as such at the start of the 2020-2021 school year.

Join the Meeting using the following web for telephone addresses:

Join Zoom Meeting https://us02web.zoom.us/j/86732936395

Meeting ID: 867 3293 6395 Join by Phone +16699006833,,86732936395# US (San Jose)

Santa Cruz County Office of Education I.T. Help Desk: 831-466-5894 I.T. Help Email: Techs@santacruzcoe.org

Those wishing to make a comment about items I or II listed above will have the opportunity to speak for up to two minutes at the virtual board meeting. To submit a comment about to be read aloud on your behalf either listed or not listed on the meeting agenda, please send a comment no longer than 300 words to selebenson@santacruzcoe.org no later than 2pm on May 21st. The agenda for the meeting will be made available no later than the Sunday prior to the meeting at https://santacruzcoe.org/board/board-agenda-and-minutes/.

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

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SANTA CRUZ RECORD, a newspaper published in the English language in the City of Santa Cruz and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of Santa Cruz, State of California, under date of August 11, 1972, No. 48682. That notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on: **Published 5/12/2020**

Executed on: May 13, 2020

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

Liese Varenkamp



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Mee	X Action	Information							
TO:	Santa Cruz	Santa Cruz County Board of Education							
FROM:	Dr. Faris Sa	Dr. Faris Sabbah, Superintendent of Schools							
SUBJECT:	Minutes of	Minutes of the Regular April 16, 2020 Board Meeting							
SUPERINTEN Approve min	the Regula	r April 16, 2020 Board COMMENDATION FOR	· ·						
FISCAL IMP	LICATIONS	:							
None.									



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Ms. Jane Royer Barr • Ms. Rose Filicetti • Ms. Sandra Nichols • Ms. Sue Roth • Mr. Dana Sales

Mr. Abel Sanchez • Mr. Bruce Van Allen

Santa Cruz County Board of Education

Regular Board Meeting
Thursday April 16, 2020
Open Session 4:00 p.m.
VIRTUAL Meeting hosted from the Board Room

UNAPPROVED MINUTES

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

Board Present (via videoconference)

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

Staff Present

Faris Sabbah (Secretary) Mary Hart Debi Bodenheimer Sage Leibenson

Absent

None

2. PLEDGE OF ALLEGIANCE

Superintendent Sabbah (Secretary) led the Pledge of Allegiance.

Minutes, Regular Meeting April 16, 2020

3. APPROVAL OF AGENDA

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

It was M.S.C. (Sales/Nichols) to approve the agenda as submitted.

Ayes: Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen

Nays: None Abstain: None Absent: None

4. PUBLIC COMMENT

Maria Reitano, Head of Pacific Collegiate School, submitted a revised Petition for Material Revision to add a 6th grade pilot program to Pacific Collegiate Charter School for the Board's review.

George Wylie thanked the Superintendent for the Santa Cruz County Office of Education's leadership and assistance to school districts throughout the COVID-19 crisis.

5. CONSENT AGENDA

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

- 5.0.1 Minutes of the Regular Board Meeting of March 19, 2020
- 5.0.2 Routine Budget Revisions
- 5.0.3 Donations

Trustee Barr noted that the title of item #3 of the March 19th minutes be corrected to reflect "Potential Litigation" rather than "Claim for Damage". Trustee Filicetti also requested that her trustee report reflect Superintendent Sabbah's presentation at the Mid-County Democratic Party event.

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

Ayes: Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen

Nays: None Abstain: None Absent: None

5.1 <u>Deferred Consent Items (if required)</u>

None.

6. CORRESPONDENCE

Official correspondence received by the Board was included in the packet. No new correspondence was received.

Minutes, Regular Meeting April 16, 2020

7. REPORTS, DISCUSSIONS, AND PRESENTATIONS

7.1 Update of COVID-19

The Board received an update from Superintendent Sabbah on the ways on which the Santa Cruz County Office of Education has been working in collaboration with the Santa Cruz County Health Services Agency and school districts to prepare for and respond to the COVID-19 crisis in our community. The presentation included information about the COE's communication methods, projected impacts of the COVID-19 crisis on future education funding, and how COE is working to ensure all families have access to internet connectivity for distance learning and important public health updates. The Board asked a number of clarifying questions of staff.

8. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS

8.1 Approve Resolution #20-06 to Close Cypress Charter High School

The Board was asked to adopt Resolution #20-06 stating the Santa Cruz County Office of Education's intent to close Santa Cruz County Cypress Charter High School at the end of the 2019-2020 school year so that it may be converted to and reopened as a countywide alternative education community school for the 2020-2021 school year.

The Board asked a number of clarifying questions of Superintendent Sabbah and Megan Tresham, Principal of Cypress High School.

It was M.S.C (Sales/Filicetti) to adopt Resolution #20-06.

Ayes: Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen

Nays: None Abstain: None Absent: None

8.2 <u>Approve Resolution #20-07 Recognizing April as Bilingual/Multilingual Learner</u> Advocacy Month

Debi Bodenheimer introduced Sofia Sorensen, Coordinator of Multilingual Achievement, who asked the Board to adopt Resolution #20-07, recognizing April as National Bilingual/Multilingual Learner Advocacy Month and gave a presentation about the latest activities of the Santa Cruz County Office of Education to support the English Learner (EL) Roadmap. The Board asked a few clarifying questions.

It was M.S.C. (Filicetti/Van Allen) to approve Resolution #20-07 in Recognition of National Bilingual/Multilingual Learner Advocacy Month.

Ayes: Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen

Nays: None Abstain: None Absent: None

8.3 Approve Resolution #20-08 Ordering an Election (Santa Cruz County)

Minutes, Regular Meeting April 16, 2020

Trustee terms for areas 3,4,5, and 6 expire this November. The Board was asked to adopt Resolution #20-08 Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting the Consolidation of the Election, and Specifications of the Elections Order in Santa Cruz County.

It was M.S.C. (Barr/Filicetti) to approve Resolution #20-08 Ordering an Election in Santa Cruz County.

Ayes: Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen

Nays: None Abstain: None Absent: None

8.4 Approve Resolution #20-09 Ordering an Election (Monterey County)

A portion of trustee area 6 extends into Monterey County, necessitating the Board to pass a resolution (Resolution #20-09) ordering an election, requesting Monterey County Elections Department conduct an election, and requesting that the election be consolidated with the Santa Cruz County elections whose boundaries are totally or partially contained within Trustee Area 6.

It was M.S.C. (Filicetti/Van Allen) to approve Resolution #20-09 Ordering an Election in Monterey County.

Ayes: Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen

Nays: None Abstain: None Absent: None

8.5 Approve Resolution #20-10 in Support of Classified Employees Week

California Senate Bill 1552, passed in 1984, decreed the third week in May as California School Employees Week in official recognition of the important services and dedication of classified school employees. The Board was asked to approve #20-10 in support of Classified Employees Week.

Trustee Barr commended all COE classified employees with particular regard to the Business Department for ensuring continuity of essential services to school districts. Trustee Filicetti expressed appreciation for the Maintenance and Operations team for their work to help keep facilities sanitized and safe for use by staff performing essential duties.

It was M.S.C. (Van Allen/Barr) to approve Resolution #20-10 in Support of Classified Employees Week.

Ayes: Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen

Nays: None Abstain: None Absent: None

8.6 Approve Resolution #20-11 in Support of Day of the Teacher

Minutes, Regular Meeting April 16, 2020

California Education Code, Section 372229(a) specifies the second Wednesday in May as Day of the Teacher to recognize the invaluable contribution of teachers. All public schools are encouraged to observe those days, and, specifically, on the Day of the Teacher, conduct exercises commemorating and directing attention to teachers and the teaching profession. The Board was asked to adopt Resolution #20-11 in Support of Day of the Teacher.

Trustees Van Allen and Filicetti expressed their gratitude and appreciation for teachers who have had to adapt and find new ways to continue teaching despite school closures and social distancing requirements.

It was M.S.C. (Nichols/Van Allen) to approve Resolution #20-11 in Support of Day of the Teacher.

Ayes: Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen

Nays: None Abstain: None Absent: None

8.7 Approve Resolution #20-12 in Recognition of National Child Abuse Prevention Month

Each year, millions of reports of child abuse are reported to child protective services in the U.S. Instances of child abuse and domestic violence has sharply increased around the world due to families spending more time in close quarters due to shelter-in-place orders. The Board was asked to adopt Resolution #20-12 in Recognition of National Child Abuse Prevention Month.

It was M.S.C. (Filicetti/Sales) to approve Resolution #20-12 in Recognition of National Child Abuse Prevention Month.

Ayes: Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen

Nays: None Abstain: None Absent: None

13. <u>SUPERINTENDENT'S REPORT</u>

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

14. TRUSTEE REPORTS (3 minutes each)

Trustee Roth attended a virtual COE All Staff Meeting and a meeting of the Board Agenda Committee.

Trustee Filicetti has been attending recurring community COVID-19 briefings, COE All Staff Meetings, and a meeting of the Board Agenda Committee. Trustee Filicetti also gave the Board an update on the lastest CSBA and CCBE news. Her report included upcoming CSBA/CCBE meetings being held virtually, the results of the CSBA Delegate Assembly election, updates on the Schools and Community first initiative, and shared some information collected by CCBE on how other County Offices of Education are continuing to provide essential services through the COVID-19 crisis.

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

Minutes, Regular Meeting April 16, 2020

15.1 Community Outreach and Legislative Committee Update

None.

16. SCHEDULE OF MEETINGS AND COMING EVENTS

Santa Cruz County Board of Education Regular Meeting (Virtual) May 21, 2020 4:00 p.m.

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

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

17. <u>ADJOURNMENT</u>

The Board President adjourned the meeting at 6:00 p.m.

Minutes, Regular Meeting April 16, 2020

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SANTA CRUZ COUNTY BOARD OF EDUCATION

	AGENDA ITEM							
Board Mee	ting Date:	May 21, 2020	X	Action	Information			
TO:	Santa Cruz	County Board of Educ	cation					
FROM:	Melissa Lop	Melissa Lopez, Director, Fiscal Services						
SUBJECT:	Routine Budget Revisions							
BACKGROU Adjusts the 1 SUPERINTEN Approve the FISCAL IMP	19-20 Spend NDENT'S REC routine budg	commendation for get revisions.	BOARD A	ACTION:				



BOARD OF EDUCATION

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

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

MEMO

DATE: May 21, 2020

TO: Santa Cruz County Board of Education

Dr. Faris Sabbah, County Superintendent of Schools

FROM: Mary Hart MH

Deputy Superintendent, Business Services

Melissa Lopez

Director of Fiscal Services

RE: April Budget Revisions

Budget revisions in April reflect a decrease in projected revenues in the amount of \$1,380,721, and an overall decrease in expenditures in the amount of \$3,491,267, resulting in a net increase to fund balance of \$2,110,545.

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

Revisions to revenue primarily include new or increased allocations for Title III (\$42,127), IDEA & Workability grants (\$1,029), setting up one-third of the 20/21 Migrant Head Start budget (\$92,060), in addition to decreases in Special Education (AB602 \$89,840) and deferring revenue for the Career Technical Education Incentive Grant (CTEIG \$1,456,426) into fiscal year 2020/21.

Expenditure revisions are primarily due to small changes in salary and benefits, supplies and a large adjustment to services and to Capital Outlay due to a change in direction on pursuing additional property. Specific programs with the most significant changes are: increases to Title III, IDEA, Workability, and Migrant Head Start; in addition to decreases in expenditures for Special Education (AB602), Career Technical Education Incentive Grant (CTEIG) and Property.

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

MH:ml 7 attachments

cc: Rebecca Olker

	2019-2020	2019-20	APRIL		2019-20
Description	Adopted Budget	Board Meeting 04/16/20	Unrestricted	Restricted	Board Meeting 05/21/20
REVENUE					
Local Control Funding Formula	27.042.540	20.012.200			20 012 200
Federal Revenues	27,942,549 6,890,894	28,813,209 7,023,968	-	21,238	28,813,209
State Revenues	, ,		-	,	7,045,206
	7,366,389	6,811,223	-	(1,504,873)	5,306,350
Local Revenues Contributions	9,029,508	9,881,043	14,952	113,692 (25,730)	9,994,735 (10,778
TOTAL REVENUE	51,229,339	52,529,443	14,952	(1,395,673)	51,148,722
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EXPENDITURES					
Certificated Salaries	10,305,237	10,360,465	10,410	(37,683)	10,333,193
Classified Salaries	12,326,728	12,003,968	101,005	(77,881)	12,027,092
Employee Benefits	13,167,744	12,867,817	10,609	(49,835)	12,828,590
Books and Supplies	1,824,785	3,371,037	(253,274)	128,391	3,246,154
Services, Other Operating Expenses	9,627,325	11,164,714	(66,081)	(1,215,139)	9,883,494
Capital Outlay	1,671,300	2,161,876	(2,000,000)	-	161,876
Other Outgo	(92,842)	(107,991)	111,972	(153,761)	(149,780
Interprogram Support	5,724,756	5,724,756	(146,009)	146,009	5,724,756
TOTAL EXPENDITURES	54,555,033	57,546,642	(2,231,368)	(1,259,899)	54,055,375
INTERFUND TRANSFERS					
Transfers In	-	-			-
Transfers Out	31,000	567,070	-	-	567,070
TOTAL INTERFUND TRANSFERS	31,000	567,070	-	-	567,070
FUND BALANCE					
Beginning Fund Balance	27,366,002	27,366,002	-		
Net Increase/(Decrease)	(3,356,693)		2,246,320	(135,774)	(3,473,723
ENDING FUND BALANCE	24,009,309	21,781,734	2,246,320	(135,774)	23,892,279

Pacheco Bill Compliance:

There were no individual consulting agreements in excess of \$25,000 that required a budget revision during the month of April 2020.

			2019-20	2019-20	Varia	ance	2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 04/16/20	Unrestricted	Restricted	Board Meeting 05/21/20
REVENUE Local Control Funding Formula (8010-8099)			27,942,549	28,813,209			
Total Local Control Funding Formula			27,942,549	28,813,209	-	-	28,813,209
Federal Revenues (8100-8299) Update Res 3310 Entitlement Setup TITLE III ELA Budget		SP ED-IDEA BAS GRNT ENTL ESEA: ENGLIGH LEARN STDNT PRGM	6,890,894	7,023,968		743 20,495	
Total Federal Revenues			6,890,894	7,023,968	-	21,238	7,045,206
State Revenues (8300-8599) Remove AB Estimate, EA Estimated Payments CTE EA Revisions Update Res 6500 Materials Update Workability Entitlement	6388 6500	CAREER TECHNICAL EDUCATION INCENTIVE GRANT Strong Workforce Program SPECIAL EDUCATION SP ED:PRJ WORKABILITY I LEA	7,366,389	6,811,223		(1,389,589) (25,730) (89,840) 286	ı
Total State Revenues			7,366,389	6,811,223	-	(1,504,873)	5,306,350
Local Revenues (8600-8799) Setup Title III Technical Assistance Grant (Santa Clara COE) Setup One-third 20/21 Budget MHS		OTHER RESTRICTED LOCAL MIGRANT HEAD START-FED PASS TH	9,029,508	9,881,043		21,632 92,060	
Total Local Revenues			9,029,508	9,881,043	-	113,692	9,994,735
Other Financing Sources (8900-8997) BPO20-00430 Lozano Smith BPO20-00430 Lozano Smith, CTE EA Revisions CTE EA Revisions CTE EA Revisions	0090 0830	Operations EDUCATION & ADMIN OPERATIONS CAREER TECHNICAL EDUCATION PARTNERSHIP Strong Workforce Program			10,000 20,329 (15,377)	(25,730)	
Total Other Financing Sources			-	-	14,952	(25,730)	(10,778)
TOTAL REVENUE			51,229,339	52,529,443	14,952	(1,395,673)	51,148,722

			2019-20	2019-20	Varia	ance	2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 04/16/20	Unrestricted	Restricted	Board Meeting 05/21/20
EXPENDITURES							
Certificated Salaries (1000-1999)			10,305,237	10,360,465			
Update Salaries	0030	Educational Services			(698)		
Update Salaries	0060	Administration			(58)		
Update Salaries	0086	Technology Admin			(127)		
Update Salaries	0091	SPECIAL PROJECTS			(700)		
Update Salaries	0610	JUVENILE COURT SCHOOLS			(306)		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			(175)		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			1,279		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			12,254		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			(1,058)		
Update Salaries	3182	ESSA School Improvement (CSI) LEA				(8)	
Update Salaries	3183	ESSA School Improvement COE				273	
Update Salaries	3385	SP ED-IDEA EARLY INTERV GRANTS				(42)	
Update Salaries	6388	Strong Workforce Program				(1,726)	
Update Salaries	6500	SPECIAL EDUCATION				(25,905)	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				(9,622)	
Update Salaries	9010	OTHER RESTRICTED LOCAL				11,368	
Update Salaries	9064	S4C				(12,021)	
Total Certificated Salaries			10,305,237	10,360,465	10,410	(37,683)	10,333,193

			2019-20	2019-20	Varia	ince	2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 04/16/20	Unrestricted	Restricted	Board Meeting 05/21/20
Classified Salaries (2000-2999)			12,326,728	12,003,968			
Update Salaries		Educational Services			(122)		
Update Salaries	0040	Maintenance			(55)		
Update Salaries	0060	Administration			(8,154)		
Update Salaries	0086	Technology Admin			221		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			103		
Update Salaries	0610	JUVENILE COURT SCHOOLS			618		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			(7,835)		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			43,324		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			64,410		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			40		
Update Salaries	1100	LOTTERY: UNRESTRICTED			8,454		
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				(525)	
Update Res 3310 Entitlement	3310	SP ED-IDEA BAS GRNT ENTL				(2,000)	(
Update Salaries	5810	OTHER RESTRICTED FEDERAL				(12)	(
Update Salaries	6500	SPECIAL EDUCATION				(91,067)	(
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				6,015	
Update Salaries	6520	SP ED:PRJ WORKABILITY I LEA				936	
Update Salaries	6685	Technical Assistance Grants				(3)	
Update Salaries	6695	Tobacco: Health Disparities				(8)	(
Update Salaries	7135	ENVIRONMENTAL EDUCATION				(14)	(
Update Salaries		SUPPL PRGS:FSTR YOUTH/JUV DETN				(23)	
Update Salaries	8150	RMA - ONGOING MAJOR MAINT				(55)	(
Update Salaries	9010	OTHER RESTRICTED LOCAL				6,950	
Update Salaries	9064	S4C				(24)	
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				(17)	
Update Salaries	9411	MIGRANT HEAD START-FED PASS TH				1,966	
Total Classified Salaries			12,326,728	12,003,968	101,005	(77,881)	12,027,092

			2019-20	2019-20	Varia	ince	2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 04/16/20	Unrestricted	Restricted	Board Meeting 05/21/20
Employee Benefits (3000-3999)			13,167,744	12,867,817			
Update Salaries	0030	Educational Services			(178)		
Update Salaries	0040	Maintenance			(16)		
Update Salaries	0060	Administration			(6,214)		
Update Salaries	0086	Technology Admin			(9)		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			25		
Update Salaries	0091	SPECIAL PROJECTS			(151)		
Update Salaries	0610	JUVENILE COURT SCHOOLS			(673)		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			(9,945)		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			12,022		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			18,431		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			(2,420)		
Update Salaries	1100	LOTTERY: UNRESTRICTED			(263)		
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				(170)	
Update Salaries	3182	ESSA School Improvement (CSI) LEA				(2)	(
Update Salaries	3183	ESSA School Improvement COE				297	
Update Salaries	3385	SP ED-IDEA EARLY INTERV GRANTS				(8)	
Update Salaries	5810	OTHER RESTRICTED FEDERAL				(4)	
Update Salaries		Strong Workforce Program				(4,790)	
Update Salaries	6500	SPECIAL EDUCATION				(49,252)	(
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				6,651	
Update Salaries	6520	SP ED:PRJ WORKABILITY I LEA				(135)	(
Update Salaries	6685	Technical Assistance Grants				(1)	
Update Salaries	6695	Tobacco: Health Disparities				(2)	
Update Salaries	7135	ENVIRONMENTAL EDUCATION				(4)	(
Update Salaries	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				(7)	(
Update Salaries		RMA - ONGOING MAJOR MAINT				(16)	
Update Salaries						(2,557)	(
Update Salaries		S4C				(416)	
Update Salaries						(5)	
Update Salaries	9411	MIGRANT HEAD START-FED PASS TH				586	
Total Employee Benefits			13,167,744	12,867,817	10,609	(49,835)	12,828,590

			2019-20	2019-20	Varia	nce	2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 04/16/20	Unrestricted	Restricted	Board Meeting 05/21/20
Books and Supplies (4000-4999)			1,824,785	3,371,037			
Update Salaries	0030	Educational Services			997		
Decrease M&O Services, Increase Supplies	0040	Maintenance			3,071		
Balance 7350 Indirects	0050	Operations			41,769		
Balance 7310 Indirects, Update Salaries	0060	Administration			(132,954)		
Update Salaries	0086	Technology Admin			(85)		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			(288)		
Update Salaries	0091	SPECIAL PROJECTS			851		
Update Salaries	0610	JUVENILE COURT SCHOOLS			361		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			17,955		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			(71,204)		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			(95,095)		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			(10,462)		
Update Salaries	1100	LOTTERY: UNRESTRICTED			(8,190)		
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				(2,259)	
Update Salaries	3182	ESSA School Improvement (CSI) LEA				(10)	
Update Salaries	3183	ESSA School Improvement COE				(570)	
Update Res 3310 Entitlement	3310	SP ED-IDEA BAS GRNT ENTL				3,723	
Update Salaries	3385	SP ED-IDEA EARLY INTERV GRANTS				50	
Update Salaries	5810	OTHER RESTRICTED FEDERAL				16	
Update Salaries, CTE EA Revisions	6388	Strong Workforce Program				(40,350)	
Update Salaries, Revise Res 6500 materials	6500	SPECIAL EDUCATION				93,781	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				(4,045)	
Update Salaries	6520	SP ED:PRJ WORKABILITY I LEA				(781)	
Update Salaries	6685	Technical Assistance Grants				4	
Update Salaries	6695	Tobacco: Health Disparities				11	
Update Salaries	7135	ENVIRONMENTAL EDUCATION				18	
Update Salaries	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				29	
Update Salaries	8150	RMA - ONGOING MAJOR MAINT				71	
Update Salaries	9010	OTHER RESTRICTED LOCAL				(1,450)	
Update Salaries	9064	S4C				31	
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				22	
Setup One-third 20/21 Budget MHS	9411	MIGRANT HEAD START-FED PASS TH				80,101	
Total Books and Supplies			1,824,785	3,371,037	(253,274)	128,391	3,246,154

			2019-20	2019-20	Varia	ance	2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 04/16/20	Unrestricted	Restricted	Board Meeting 05/21/20
Describes, Other Operating Expenses (5000-5999) Decrease M&O Services, Increase Supplies BPO20-00430 Lozano Smith Decrease Services Balance 57xx, PO Piini Realty, Update Salaries Update Salaries CTE EA Revisions Update Salaries Update Salaries Update Salaries Update Salaries Update Salaries Setup TITLE III ELA Budget Adjust Res 5640 Budget to Actuals Remove AB Estimate,EA Estimated Payments to COE Alt Ed Revise Res 6500 Revise Res 6510 Setup Title III Technical Assistance Grant (Santa Clara COE) Setup One-third 20/21 Budget MHS Fund scholarship Account	0040 0050 0060 0090 0620 0830 3010 3182 4203 5640 6387 6500 6510 9010 9411 9660	Maintenance Operations Administration EDUCATION & ADMIN OPERATIONS COUNTY COMMUNITY SCHOOLS CAREER TECHNICAL EDUCATION PARTNERSHIP NCLB:TIT I BAS GRNTS LOW INC ESSA School Improvement (CSI) LEA ESEA: ENGLIGH LEARN STDNT PRGM MEDI-CAL BILLING OPTION CAREER TECHNICAL EDUCATION INCENTIVE GRANT PROGRAM SPECIAL EDUCATION SP ED-EARLY ED IND W/EXC NEEDS OTHER RESTRICTED LOCAL MIGRANT HEAD START-FED PASS TH SCHLR - ALT ED	9,627,325	11,164,714	(3,000) 10,000 (400) (83,760) 14,579 (3,500)	2954 20 18,666 (15,000) (1,234,288) (13,264) 1,000 18,582 1,191 5,000	Source modeling Out 1/20
Total Services, Other Operating Expenses			9,627,325	11,164,714	(66,081)	(1,215,139)	9,883,494
Capital Outlay (6000-6999) Adjustment for Property	0090	EDUCATION & ADMIN OPERATIONS	1,671,300	2,161,876	(2,000,000)	(1,210,100)	5,665,454
Total Capital Outlay			1,671,300	2,161,876	(2,000,000)	-	161,876
Other Outgo (7100-7299, 7400-7499) COPS Move to Res 9010 Mgmt 9504 COE COP 2007 Admin Facilities Payment (12/10/2019)	0825 9010	DEFERRED MAINT APPORTIONM-6205 OTHER RESTRICTED LOCAL	5,724,756	5,724,756	(146,009)	146,009	,
Total Other Outgo			5,724,756	5,724,756	(146,009)	146,009	5,724,756
Interprogram Support Services (7300-7399) Balance 7350 Indirects Balance 7310 Indirects, Estimated Actuals CTE EA REVISIONS Update Res 3310 Entitlement Setup TITLE III ELA Budget Remove Res 6387 AB Estimated Indirects CTE EA Revisions Update Res 6500 Indirects Update Res 6520 Workability Indirects Setup Title III Technical Assistance Grant (Santa Clara COE) Setup One-third 20/21 Budget MHS	0050 0060 0830 3310 4203 6387 6388 6500 6520 9010 9411	Operations Administration CAREER TECHNICAL EDUCATION PARTNERSHIP SP ED-IDEA BAS GRNT ENTL ESEA: ENGLIGH LEARN STDNT PRGM CAREER TECHNICAL EDUCATION INCENTIVE GRANT PROGRAM Strong Workforce Program SPECIAL EDUCATION SP ED:PRJ WORKABILITY I LEA OTHER RESTRICTED LOCAL MIGRANT HEAD START-FED PASS TH	(92,842)	(107,991)	(41,769) 147,781 5,960	(980) 1,829 (155,301) (4,594) (4,132) 266 934 8,217	
Total Interprogram Support			(92,842)	(107,991)	111,972	(153,761)	(149,780)
Interfund Transfers Out (7600-7629)			31,000	567,070			
Total Interfund Transfers Out			31,000	567,070	-	-	567,070
TOTAL EXPENDITURES			54,586,033	57,831,159	(2,231,368)	(1,259,899)	54,339,892
BEGINNING FUND BALANCE			27,366,002	27,366,002			27,366,002
NET INCREASE (DECREASE) IN FUND BALANCE ENDING FUND BALANCE			(3,356,693) 24,009,309	(5,584,268) 21,781,734	2,246,320	(135,774)	(3,473,723) 23,892,279



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Mee	ting Date:	May 21, 2020	X Action	Information				
TO:	Santa Cruz	Santa Cruz County Board of Education						
FROM:	Rebecca O	Rebecca Olker, Senior Director, Fiscal Services						
SUBJECT:	Surplus Iter	ms						

BACKGROUND

The County Office of Education (COE) owns 28 desktop computers that are no longer viable for business. The ages of the equipment ranges from 2011-2013.

We have determined that they cannot be sold for more than \$2,500 even as a "lot" and therefore we advise to implement Education Code 17546(a) (attached).

Per Board Policy 3260, the Board must evaluate and vote on the disposal method for computers. This Board Policy is attached for your review. The administration has determined the most economical and appropriate method of disposal is listed in item #4 of the attached policy: "If the Board, by unanimous vote of those present, finds the property is of insufficient value to defray the cost of arranging a sale, the property shall be disposed of in the most efficient manner consistent with the Education Code."

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve disposal of surplus items through a local nonprofit organization.

FISCAL IMPLICATIONS:

Detailed herein.

Board Meeting Date: May 21, 2020 Agenda Item: #5.0.3

EDUCATION CODE

- 17545. (a) The governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. There shall be no sale until notice has been given by posting in at least three public places in the district for not less than two weeks, or by publication for at least once a week for a period of not less than two weeks in a newspaper published in the district and having a general circulation there. If there is no such newspaper, then in a newspaper having a general circulation in the district; or if there is no newspaper, then in a newspaper having a general circulation in a county in which the district or any part thereof is situated. The board shall sell the property to the highest responsible bidder, or shall reject all bids.
- (b) The governing board may choose to conduct any sale of personal property authorized under this section by means of a public auction conducted by employees of the district or other public agencies, or by contract with a private auction firm. The board may delegate to the district employee responsible for conducting the auction the authority to transfer the personal property to the highest responsible bidder upon completion of the auction and after payment has been received by the district.
- 17546. (a) If the governing board, by a unanimous vote of those members present, finds that the property, whether one or more items, does not exceed in value the sum of two thousand five hundred dollars (\$2,500), it may be sold at private sale without advertising, by any employee of the district empowered for that purpose by the board.
- (b) Any item or items of property having previously been offered for sale pursuant to Section 17545, but for which no qualified bid was received, may be sold at private sale without advertising by any employee of the district empowered for that purpose by the board.
- (c) If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.
- 17547. The money received from the sale shall be placed to the credit of the fund from which the original expenditure for the purchase of the property was made or in the general or reserve fund of the district.

SALE OR OTHER DISPOSITION OF SURPLUS PERSONAL PROPERTY

The Santa Cruz County Superintendent of Schools (County Superintendent) may sell or otherwise dispose of any personal property that he/she declares surplus to the needs of the Santa Cruz County Office of Education (SCCOE), through a process consistent with Education Code.

Personal property is defined as instructional materials, equipment, relocatable buildings, supplies, vehicles, and other such items.

The following shall be the order in which disposal is accomplished.

- 1. The County Superintendent is required to certify the value of the property in a report to the Santa Cruz County Board of Education (County Board) for its review.
- 2. Offer the property at fair market value to all school districts within Santa Cruz County.
- 3. Conduct a public sale at fair market value.
- 4. Surplus personal property that the County Superintendent and the County Board agree to be of insufficient value to defray the cost of arranging a sale shall be disposed of in the most efficient manner not inconsistent with the Education Code.

For surplus personal property estimated to be over \$25,000 that belongs to SCCOE, the County Superintendent is required by law to:

- 1. Obtain an independent evaluation of the property.
- 2. Bring the proposed sale to the attention of the County Board for its approval.
- 3. Advertise property for sale in a newspaper of general circulation for no less than one week.

Business and Non-instructional Operations BP 3260 SALE OR OTHER DISPOSITION OF SURPLUS PERSONAL PROPERTY (continued)

Legal Reference:

EDUCATION CODE

1279 County Superintendent of Schools, disposing of personal property

1605 Property Title

17540-17542 Sale or lease of personal property by on district to another

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

60500-60530 Sale, donation, or disposal of instructional materials

GOVERNMENT CODE

25505 District property, disposition, proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus Property

SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES

When any Santa Cruz County Office of Education (SCCOE)-owned instructional materials, equipment, supplies, or other personal property becomes unusable, obsolete, or no longer needed, the County Superintendent of Schools or designee shall notify the County Board of Education (CBE), provide an estimated value, and recommend whether the items be sold or disposed of by one of the methods prescribed in law and administrative regulation. Upon approval by the CBE, the County Superintendent or designee shall arrange for the sale or disposal of these items.

If the CBE members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids. (Education Code 17546)

If the CBE members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the CBE or may be disposed of in the local public dump. (Education Code 17546)

Instructional materials may be considered obsolete or unusable when they:

- 1. Have been replaced by more recent editions or new materials selected by the CBE and have no foreseeable value in other instructional areas.
- 2. Contain information rendered inaccurate or incomplete by new research or technologies.
- 3. Contain demeaning, stereotyping, or patronizing references to any group of persons protected against discrimination by law or CBE policy.
- 4. Are damaged beyond use or repair.

The County Superintendent or designee shall establish procedures to be used when selling equipment for which the federal government has a right to receive all or part of the proceeds. These procedures shall ensure a reasonable amount of competition so as to result in the highest possible revenue.

Legal Reference:

EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

35168 Inventory, including record of time and mode of disposal

42291.5 Temporary school bus designation

42303 School bus sale to another district

60500-60530 Sale, donation, or disposal of instructional materials

BP 3270

Sale and Disposal of Books, Equipment and Supplies

Page 2

GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 34

80.32 Equipment acquired under a grant or sub-grant

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Standards for Evaluating Instructional Materials for Social Content, 2000

WEB SITES

California Department of Education: http://www.cde.ca.gov School Services of California, Inc.: http://www.sscal.com

Adopted: June 21, 2018

AssetTag	ProductId	SerialNumber	PurchasDate
15979	Desktop - Dell - OptiPlex - 780	7VWYFQ1	2011-05-04
15909	Desktop - Dell - OptiPlex - 780	7sd62p1	
15911	Desktop - Dell - OptiPlex - 780	9N5QKM1	2012-06-25
15939	Desktop - Dell - OptiPlex - 780	39DL9P1	2011-01-20
15942	Desktop - Dell - OptiPlex - 780	39GL9P1	2011-01-19
15950	Desktop - Dell - OptiPlex - 780	DJFQBP1	2011-02-14
15970	Desktop - Dell - OptiPlex - 780	7VWXFQ1	2011-05-04
15987	Desktop - Dell - OptiPlex - 790	36JT3V1	2012-05-25
16103	Desktop - Dell - OptiPlex - 780	1MHVSR1	2011-10-05
16131	Desktop - Dell - OptiPlex - 780	D5QNDQ1	2011-04-07
16333	Desktop - Dell - OptiPlex - 790	DJDPKS1	2012-03-01
16343	Desktop - Dell - OptiPlex - 790	G43VKS1	2012-03-07
16348	Desktop - Dell - OptiPlex - 790	3S5JLS1	2012-03-15
16352	Desktop - Dell - OptiPlex - 790	FKMCNS1	2012-04-29
16375	Desktop - Dell - OptiPlex - 790	36JW3V1	2012-05-25
20039	Desktop - Dell - OptiPlex - 790	FKM8NS1	2012-04-24
20072	Desktop - Dell - OptiPlex - 790	6JH64V1	2012-06-02
20073	Desktop - Dell - OptiPlex - 790	6JK34V1	2012-06-02
20077	Desktop - Dell - OptiPlex - 790	6JF84V1	2012-06-02
20079	Desktop - Dell - OptiPlex - 790	6JGC4V1	2012-06-02
20082	Desktop - Dell - OptiPlex - 790	6JDB4V1	2012-06-02
20083	Desktop - Dell - OptiPlex - 790	6JJ64V1	2012-06-02
20085	Desktop - Dell - OptiPlex - 790	6JC84V1	2012-06-02
20087	Desktop - Dell - OptiPlex - 790	6JH84V1	2012-06-02
20089	Desktop - Dell - OptiPlex - 790	6JHB4V1	2012-06-02
20122	Laptop - Dell - Latitude - E6430	9gwdpx1	
20125	Laptop - Dell - Latitude - E6430	3FWDPX1	2013-09-04
15976	Desktop - Dell - OptiPlex - 780	DRX0GQ1	2011-05-05



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Mee	ting Date:	May 21, 2020	Action	X Information	n			
ΓΟ :	Santa Cruz	Santa Cruz County Office of Education						
FROM:	Dr. Faris Sa	Dr. Faris Sabbah, County Superintendent of Schools						
SUBJECT:	Correspond	dence						

BACKGROUND

Official correspondence received by the Board is included herein.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive correspondence.

May 4, 2020

Superintendent and Governing Board Santa Cruz County Office of Education

Subject: Material revision to PCS Charter

Ref: PCS April 16, 2020 submission

Dear Superintendent Sabah and COE Governing Board Members,

We write to you in opposition to the granting, at this time, of the material revision to the PCS Charter. Our letter focuses on three areas:

- 1. Ed Code compliance issues adverse impacts to be analyzed
- 2. The timing of the request
- 3. Ed Code compliance issues ongoing potential violations

We appreciate the work you are doing on behalf of our County, its students, and all who rely upon your support and direction in these challenging times. We do not know whether we will be able to appear at a public hearing on this topic, if any such hearing is to be held. We therefore ask that you accept our written submission and let us know if additional information would be helpful.

Thank you and best regards,

Michael Shulman

SVUSD Governing Boardmember

Roger Snyder

Though 2. high

SVUSD Governing Board President

1. Ed Code compliance issues – adverse impacts to be analyzed

We raise two topics in this area. Ed Code 47607(a)(3) and (4) address the approval of a charter's material revision, with a reference back to 47605:

47607(a)(3): A charter school that, concurrently with its renewal, proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter. A material revision

of the provisions of a charter petition may be made only with the approval of the chartering authority. A material revision of a charter is governed by the standards and criteria described in Section 47605.

47607(a)(4): The findings of paragraphs (7) and (8) of subdivision (c) of Section 47605 shall not be used to deny a renewal of an existing charter school, but may be used to deny a proposed expansion constituting a material revision.

The core provision within 47605 is subclause (c):

47065(c): In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The governing board of the school district shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. The governing board of the school district shall consider the academic needs of the pupils the school proposes to serve. The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

Our two topics are in regards to compliance with subclauses (7) and (8) of 47605(c), cited by 47607(a)(4) above and added to the Ed Code effective January 2020.

Topic 1: The interests of the entire community -- Ed Code47605(c)(7)

Consideration of the adverse fiscal impact on other districts is now required per 47065(c)(7):

- (7) The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. **Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school**. A written factual finding under this paragraph shall detail specific facts and circumstances that analyze and consider the following factors:
- (A) The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings.
- **(B)** Whether the proposed charter school would duplicate a program currently offered within the school district and the existing program has sufficient capacity for the pupils proposed to be served within reasonable proximity to where the charter school intends to locate.

The COE needs to make findings not exclusive to PCS but instead for "the interests of the entire community." The PCS cover letter is silent on this. It is not conceivable that PCS is unaware of this new requirement (it was raised explicitly by SVUSD trustee Shulman at the December 2019 public hearing). And they cannot believe that the COE will set aside the requirement or just overlook it. So it is puzzling that they have made no effort in their petition cover letter to support their position on this important fiscal matter.

Topic 2: Adverse impact on other districts –Ed Code 47605(c)(8)

Consideration of whether this material revision could drive districts from a qualified interim certification to a negative interim certification is required per 47065(c)(8):

(8) The school district is not positioned to absorb the fiscal impact of the proposed charter school. A school district satisfies this paragraph if it has a qualified interim certification pursuant to Section 1240 and the county superintendent of schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the school district having a negative interim certification pursuant to Section 1240, has a negative interim certification pursuant to Section 1240, or is under state receivership. Charter schools proposed in a school district satisfying one of these conditions shall be subject to a rebuttable presumption of denial.

Given the current fiscal uncertainty, there is at present no way to know whether or how many SC County districts may be qualified as of budget adoption at the end of June. If that qualified status is driven to negative due to projected loss of ADA associated with the PCS expansion, this new Ed Code requirement requires denial unless adequately rebutted.

Based on the above two topics, the COE must conduct a fiscal analysis to make the necessary findings. And that analysis cannot be reliably or credibly performed at this time because of the fiscal uncertainty facing all districts. Whether the analysis under subclause (7) shows an adverse impact on other districts or not, and whether or not under subclause (8) any districts are shifted from qualified to negative based on the analysis, the simple fact is that the analysis cannot be performed at this time. The PCS leadership team should recognize this. Their submittal of the material revision at this time puts the COE in a position where compliance with text of the law may be infeasible.

2. Timing of the request

PCS leadership knows that there is considerable opposition to this expansion in the larger community, served by the other districts who will suffer financially from a PCS expansion. So why submit this revision request now? From our perspective, it appears opportunistic and seeks to take advantage of the legally established timeline at time when proper and full public participation will be severely constrained. We could instead choose to believe that they simply didn't consider the extraordinary times we are in when choosing to submit the petition now. We are not sure which perspective is more distressing – that this is a flagrant attempt to take advantage of these circumstances, or a remarkable lack of awareness that these extraordinary times, when many others are suffering, are not the time for this kind of request.

It is difficult to understand why this would be deemed, by anyone, to be an appropriate time to further disrupt our local public school systems. We can appreciate that PCS would like to move forward as expeditiously as possible with their expansion. But it is not clear to what extent the Ed Code timeline provisions for acting on the petition should be subservient to the state of emergency we are all living under. Certainly, such circumstances were not considered when California charter regulations were originally crafted nor when revised last year. We should not presume that because the Governor's state of emergency declaration has not explicitly temporarily nullified this particular legal timetable requirement, that the involved parties should act as if it's business as usual.

For PCS to put the COE and the entire public school constituency of Santa Cruz County through the challenge of holding a fair and comprehensive public hearing process while under the current shelter-athome directive is rather astonishing. The COE could be ethically (if not legally) required to impose a stay on the process timeline given the inability of the public at large to effectively participate in a process intentionally designed for their participation.

Adding to this is the widespread uncertainty as to public education funding in the near term, and the prospect of districts submitting credible multiyear budgets within the next two months. We do not know how extreme of an adjective to assign to the pandemic-driven financial storm we will undoubtedly be facing. These circumstances are on top of the fact that most of our local districts already suffer from insufficient funding and declining enrollment. And now PCS is asking the COE to pull 6th graders from our schools to theirs. They are not growing the pie, they are eating our pie.

We do not dispute that PCS runs a worthy educational program. What we dispute is that it is so remarkably superior to everything else available in Santa Cruz County that the COE should allow it to further cannibalize our student population. And that they would seek to do so now, under circumstances that both challenge a fair, open review process, and will have unknown, yet likely dramatic, financial impacts across the County, is just really bad form.

We request that the COE consider postponing indefinitely the consideration of this material revision until such time as fair and proper public participation can be supported, and the financial conditions for districts across the County is more clear for the 2020-2021 and 2021-2022 school years.

3. Ed Code compliance issues – ongoing potential violations

In this area, we raise three additional Ed Code 47605 issues where PCS compliance is suspect. These issues impact their existing program, notwithstanding the material revision and expansion. But until these issues are addressed in a more fulsome and sustainable manner, it is our view that no expansion of their program should be granted.

Issue 1: Special education diversity compliance – Ed Code 47605(c)(5)(G)

Consideration of whether PCS can actually achieve special education diversity compliance is required per Ed Code 47605(c)(5)(G):

47065(c)(5)(G) The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.

This has been a long-standing issue with PCS, one that may not be addressable given PCS' focus on individual academic excellence. Special education families are disincentivized to seek admission to PCS because the PCS program does not seek to draw them. Ed Code does not ask the charter to just *avoid* actions that would reduce diversity, it requires them to *employ* active means to achieve diversity that is reflective of the general population in which they operate. The fundamental educational model pursued

by PCS does not have this feature; it is designed for PCS academic excellence rather than for community academic fulfillment. As a result, PCS has and will continue to have proportionately fewer special ed students relative to the surrounding districts. The 2019 - 2020 school profile shows special education students comprising only 2.2% of the PCS student population.

It is an unfortunate reality that special education students place an extraordinary financial burden on our public schools. When a public school is permitted to have such an overt focus on high academic achievement and explicitly markets itself as such, it is no surprise that students with higher academic challenges will not apply and will feel less welcome if admitted. The result is a disproportionate level of special education students at the other public schools.

This diversity deficiency was noted by the COE and is included at the end of the PCS cover letter: "(4) implementing a strong recruitment method for students with special needs and diverse backgrounds, across the county." The PCS response is that they are recruiting for an outreach coordinator. This is perhaps an acceptable position for a new charter. But after a 2nd renewal, there should be acknowledgement of a structural impediment hindering compliance with this Ed Code requirement that will require more than hiring an outreach coordinator to rectify.

Issue 2: Student admission preferences – Ed Code 47605(e)(2)(B)

Consideration of whether student admission preferences result in limiting enrollment access for various minority populations is required per 47605(e)(2)(B):

47065(e)(2)(B) If the number of pupils who wish to attend the charter school exceeds the charter school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5. Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis. Priority order for any preference shall be determined in the charter petition in accordance with all of the following:

- (i) Each type of preference shall be approved by the chartering authority at a public hearing.
- (ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.
- (iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
- (iv) In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

While the type of student admission preferences in this subclause are not limited, they are limited in the aggregate. Subclause (iii) explicitly constrains the use of preferences so they cannot create a statistically significant diversity gap relative to the overall county. If a sufficiently large number of demographically non-diverse students are admitted through the preference option, the remaining lottery slots are unlikely to achieve the desired balance. A detailed statistical analysis may be needed to determine whether fewer admissions should be permitted under the preference path.

Issue 3: Allegations of violations of Ed Code 47065(e)(4)(C)

Consideration of allegations of violations of Ed Code 47605(e)(4)(C) must be evaluated:

47065(e)(4)(C) A charter school shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2). This subparagraph shall not apply to actions taken by a charter school pursuant to the procedures described in subparagraph (J) of paragraph (5) of subdivision (c).

There have been longstanding anecdotal claims of underperforming or struggling students being encouraged to withdraw and return to their home district. This would be a violation of 47065(e)(4)(C). It is awkward and uncomfortable to raise such an allegation without evidence, but we have no means or desire to pursue such evidence. Instead, we would expect the COE to duly investigate any such complaints filed under Ed Code 47065(e)(4)(E)(i) ("A person who suspects that a charter school has violated this paragraph may file a complaint with the chartering authority."). We have no insight as to whether any such complaints have been filed, but these rumors have surfaced with enough frequency that it seems time for the COE to conduct an adequate investigation that will either confirm or refute them.

Before *expanding* PCS' educational services in this County, we expect that a more thorough review of potential past issues with their *existing* services should be conducted by the COE.



Opposition to proposed Material Revision: PCS 6th grade

2 messages

Deb Tracy-Proulx dtracy-Proulx@sccs.net

Sat, May 16, 2020 at 10:31 AM

To: sleibenson@santacruzcoe.org, "fsabbah@santacruzcoe.org" <fsabbah@santacruzcoe.org> Cc: Sheila Coonerty <scoonerty@sccs.net>

c. Official Coofficity (3000ffcity@3003.ffctr

Dear Superintendent and COE Governing Board Trustees,

We are writing to you in opposition to the proposed Material Revision to add a 6th grade component to Pacific Collegiate School's (PCS) current 7th through 12th grade program.

Since PCS opened in 1999 through the present, PCS has failed to admit a student population that accurately reflects the diversity of its surrounding community. The school has taken several actions over the years towards diversification of its student body; including the creation of a Diversity Oversight Committee, hiring an Outreach Coordinator, instituting a "First to College" lottery program (2009), all of whose importance has been repeatedly emphasized over the years in the form of PCS Charter Renewal Petitions, annual PCS Charter Reviews, and now in PCS' Request for Material Revision to add a 6th grade to the PCS program. **Despite these efforts, and hampered by their practices of place-holding for current student siblings and children of board members, PCS has failed to achieve diversity goals.**

PCS professes that adding 6th grade will improve their student diversity. But the evidence presented in the Request for Material Revision suggesting that there is a connection between adding a grade and increasing diversity is inconclusive and anecdotal at best; and only through PCS' own interpretation of that evidence is the connection made. **The reality is that adding a PCS 6th grade will have a significantly negative impact on all other school districts in the County, possibly driving some into qualified or negative status, and it would be unwise for the COE to be a contributing party to such a change at this moment in history.**

We strongly recommend that the requested Material Revision to add a 6th grade be DENIED, as PCS is demonstrably unlikely to successfully implement the program set forth in the petition, based on the lack of supporting evidence that adding a 6th grade will have any meaningful effect on the diversity of the student body, and based on PCS' historical inability to achieve parity in the diversity of its student body as compared to the surrounding community. It is also strongly recommended that PCS deploy the FTC/FRPM lottery quota increases and Board Member make-up initiatives to the school in its current structure as a 7th through 12th grade public charter school, as a means to increase diversity among its students.

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

Sincerely,
Sheila Coonerty
Vice President
Santa Cruz City Schools Board of Education

Deb Tracy-Proulx
Trustee
Santa Cruz City Schools Board of Education

Deb Tracy-Proulx
Board Trustee
Santa Cruz City Schools Board of Education

Sage Leibenson <sleibenson@santacruzcoe.org>

Sat, May 16, 2020 at 11:44 AM

To: Deb Tracy-Proulx <dtracyproulx@sccs.net>

Cc: "fsabbah@santacruzcoe.org" <fsabbah@santacruzcoe.org>, Sheila Coonerty <scoonerty@sccs.net>

Hello,

We are in receipt of this message and it will be shared with our Board as official correspondence.

Thank you,

[Quoted text hidden]

--



Sage Leibenson

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

A 400 Encinal St., Santa Cruz CA 95060

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

E sleibenson@santacruzcoe.org

W www.santacruzcoe.org

Pronouns: They/Them



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Dear COE Trustees,

This letter is to express my opposition to the proposed Material Revision to add a 6th grade component to Pacific Collegiate School's current 7th through 12th grade charter school program.

The petition does not provide sufficient supporting evidence that adding a 6th grade would have any meaningful effect on the diversity of the student body.

Thank you for your attention to this matter and for your thoughtful and caring service to the community.

Cindy Ranii Trustee, Board of Trustees Santa Cruz City Schools



Fwd: 44 Santa Cruz - 2nd Interim Budget Report

1 message

Faris Sabbah <fsabbah@santacruzcoe.org>

Wed, May 13, 2020 at 8:01 PM

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

Message from CDE about potential cuts to our budget



Dr. Faris Sabbah

County Superintendent of Schools (831) 466-5900 I fsbbah@santacruzcoe.org www.santacruzcoe.org 400 Encinal St. Santa Cruz, CA 95060 pronouns: he, him, his

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

From: **SACSINFO** <SACSINFO@cde.ca.gov>

Date: Wed, May 13, 2020 at 8:16 AM

Subject: 44 Santa Cruz - 2nd Interim Budget Report

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

Dear Superintendent Sabbah,

Please see the letter attached regarding our office's review of the 2nd interim budget report for Santa Cruz County Office of Education.

Sincerely,

Fiscal Oversight and Support Office

California Department of Education

1430 N Street, Suite 3800

Sacramento, CA 95814

SACSINFO@cde.ca.gov

2020-0201 44 Santa Cruz COE 2019-20 2nd Interim.pdf 115K



CALIFORNIA DEPARTMENT OF EDUCATION

TONY THURMOND

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

May 12, 2020

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

Dear Superintendent Sabbah:

Subject: 2019–20 Second Interim Report

Pursuant to California *Education Code* Section 1240(I), the California Department of Education (CDE) has reviewed your county office of education's (COE) second interim report and the accompanying positive certification of financial solvency to determine whether it complies with the Criteria and Standards for fiscal stability adopted by the State Board of Education, allows your office to meet its financial obligations during the fiscal year, and is consistent with a financial plan that will enable your office to satisfy its multiyear financial commitments.

The CDE has determined that your second interim report complies with the Criteria and Standards and reflects the financial status of the COE through or as of January 31, 2020. As such, we concur with your assessment that, based on projections at the time of submission, your COE will be able to meet its financial obligations for the current and subsequent two fiscal years and that a positive certification is appropriate.

However, the multi-year financial projections provided in the second interim report are based on assumptions that are rapidly changing as a result of the State's response to the COVID-19 crisis and increased likelihood of a significant reduction in Proposition 98 funding. COEs should model a multitude of financial scenarios, including various negative cost of living adjustments through 2022–23, and review anticipated cash receipts and cash outflows based on the various budget assumptions considered. It is also recommended that COEs begin examining all cash management options in the event of Principal Apportionment funding deferrals. Additionally, information to be provided with the May Revision or in the June adopted budget should not be considered final as the Legislature will likely revisit the budget in August when state tax revenue is known.

Faris Sabbah, Superintendent May 12, 2020 Page 2

If you have any questions or concerns, please contact our office by email at SACSINFO@cde.ca.gov.

Sincerely,

/s/

Jonathan Feagle, Administrator Fiscal Oversight and Support Office

JF:jp 2020-0201-44

cc: Mary Hart, Deputy Superintendent, Business Services

Subject: PCS Request for Material Revision to the PCS Charter dated April 16,2020

Dear Superintendent and COE Governing Board Trustees

I write to you in opposition to the proposed Material Revision to add a 6th grade component to Pacific Collegiate School's current 7th through 12th grade program.

Since PCS opened in 1999 through the present, PCS has never been successful at attracting a student population that properly reflects the diversity of the surrounding community. The school has taken several actions over the years that they professed would increase diversification of the PCS student body; including the creation of a Diversity Oversight Committee (2006), hiring an Outreach Coordinator (2007), instituting a "First to College" (FTC) lottery program (2009), and other initiatives. The importance of these programs has been repeatedly emphasized over the years in the form of PCS Charter Renewal Petitions, annual PCS Charter Reviews, and now in PCS' Request for Material Revision to add a 6th grade to the PCS program.

Unfortunately, and to quote PCS' just-adopted Charter Renewal Petition (page 73), "...past measures have not resulted in PCS enrollment reflecting the diversity of the surrounding Santa Cruz Community." In other words, the many promises and attempts over the years to increase student diversity through the use of the above-captioned initiatives, have simply and consistently failed.

Per the current Request PCS now seeks to add yet another experimental and unproven tool (adding a 6th grade) which PCS again professes will improve student diversity. But the evidence presented in the Request for Material Revision suggesting that there is a connection between adding a grade and increasing diversity is inconclusive and anecdotal at best; and only through PCS' own interpretation of that evidence is the connection made. We should not be sanctioning yet another social experiment by PCS when there is such a long history of consistent and repeated failures by the school to improve diversity among its students. By the way, granting the addition of a new 6th grade is a permanent and irreversible act, regardless of whether or not that act ultimately contributes to PCS realizing an improved level of diversity among its students.

Another caution that should be considered is that our country is currently in a fiscal and societal freefall because of the COVID-19 pandemic, and there is a deep uncertainty regarding our future. Students can't even go to school, and school and district budgets are predicted to see massive funding cuts in the very near future. It is not currently possible for the public to even attend the public hearing that will help decide this PCS issue, and it is deeply offensive that PCS is attempting at this time of chaos to attain the goal they seek. The reality is that adding a PCS

6th grade will most certainly have a significantly negative impact on all other school districts in the County, possibly driving some into qualified or negative status, and it would be unwise for the COE to be a contributing party to such a change at this moment in history.

To their credit, PCS contemplates increasing the FTC/FRPM lottery quota (for 6th grade) to 50% from its current 15%, and raising minority representation on the PCS Board to as much as 50%. These are laudable and achievable considerations which, if applied to the incoming 7th grade, or to the entire school, should serve well to improve student diversity as appropriate.

It is strongly recommended that the requested Material Revision to add a 6th grade be DENIED, as PCS is demonstrably unlikely to successfully implement the program set forth in the petition, based on the lack of supporting evidence that adding a 6th grade will have any meaningful effect on the diversity of the student body, and based on PCS' historical inability to achieve parity in the diversity of its student body as compared to the surrounding community. It is also strongly recommended that PCS deploy the FTC/FRPM lottery quota increases and Board Member make-up initiatives to the school in its current structure as a 7th through 12th grade public charter school, as a means to increase diversity among its students.

Thank you for the excellent work you do for all student in Santa Cruz County.

George Wylie

Trustee, Board of Education San Lorenzo Valley USD

831-392-6539



Fwd: Staff Appreciation

Sage Leibenson <sleibenson@santacruzcoe.org>
To: board@santacruzcoe.org
Cc: Faris Sabbah <fsabbah@santacruzcoe.org>

Thu, Apr 30, 2020 at 2:48 PM

Hi Trustees,

Our Alt. Ed department would like to invite you to participate in this virtual appreciation opportunity for our Alt. Ed. staff members. Click the link below if you would like to share your gratitude for the alternative education team. It is likely we will be doing more of these in the future given the current social distancing restrictions.

Respectfully, [Quoted text hidden]



Sage Leibenson

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

A 400 Encinal St., Santa Cruz CA 95060

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

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W www.santacruzcoe.org

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May Revise Workshop

Sage Leibenson <sleibenson@santacruzcoe.org> To: board@santacruzcoe.org

Thu, May 7, 2020 at 8:14 AM

Hi Trustees,

Capitol Advisors will be hosting a virtual May Revision Budget Perspective Workshop on 5/22. Use the link in the email below to register. The May 27th in-person workshop that was previously scheduled has since been cancelled.
Best,
From: Faris Sabbah <fsabbah@santacruzcoe.org> Date: Tue, May 5, 2020 at 4:44 PM Subject: May Revise Workshop To: Diane Morgenstern <dmorgenstern@mountainesd.org>, Eric Gross <egross@pacificesd.org>, Kris Munro <kmunro@sccs.net>, Laurie Bruton <lbruton@slvusd.org>, Lorie Chamberland <lchamberland@losd.ca>, Michelle McKinny <mmckinny@hvesd.com>, Michelle Rodriguez <michelle_rodriguez@pvusd.net>, Mike Heffner <mheffner@bduesd.org>, Scott Turnbull <sturnbull@suesd.org>, Tanya Krause <tkrause@scottsvalleyusd.org>, Bryan Wall bwall@santacruzcoe.org>, Debi Bodenheimer <dbodenheimer@santacruzcoe.org>, Jason Borgen <jborgen@santacruzcoe.org>, Mary Hart <mhart@santacruzcoe.org>, Sage Leibenson <sleibenson@santacruzcoe.org> Troy Cope <tcope@santacruzcoe.org>, Rebecca Olker <rolker@santacruzcoe.org>, Melissa Lopez <mlopez@santacruzcoe.org>, Chief Business Officers <cbo@santacruzcoe.org></cbo@santacruzcoe.org></mlopez@santacruzcoe.org></rolker@santacruzcoe.org></tcope@santacruzcoe.org></sleibenson@santacruzcoe.org></mhart@santacruzcoe.org></jborgen@santacruzcoe.org></dbodenheimer@santacruzcoe.org></tkrause@scottsvalleyusd.org></sturnbull@suesd.org></mheffner@bduesd.org></michelle_rodriguez@pvusd.net></mmckinny@hvesd.com></lchamberland@losd.ca></lbruton@slvusd.org></kmunro@sccs.net></egross@pacificesd.org></dmorgenstern@mountainesd.org></fsabbah@santacruzcoe.org>
Dear Superintendents and CBOs,
Please see this invite from Capitol Advisors
Thanks,
Faris
I want to invite you to join me for a very important upcoming budget workshop we are hosting at the county office,
presented by Capitol Advisors Group.
May Revision Budget Perspectives Workshop
Friday, May 22, 2020
9:00am

To register, please use the link below. This will be a virtual WebEx presentation.

We expect the May Budget Revision will be one of the most consequential in many years. There is no doubt the state will face significant revenue loss related to the COVID-19 crisis. With school districts and county offices working hard to continue to provide students and families with educational services, meals, child care, etc., it will be important to ensure that LEAs continue to receive at least the funds budgeted for the current year. For the 2020-21 budget year, our advocacy efforts will need to be stronger than ever if we hope to receive sufficient resources to provide our students the programs and services they need as we compensate for disruptions and (hopefully) transition to more typical school year.

As always, this presentation by Capitol Advisors includes an ongoing collaboration with ACSA, CSBA, SSDA, AALRR and CLIMATEC.



Dr. Faris Sabbah

F Y O in

County Superintendent of Schools (831) 466-5900 I fsbbah@santacruzcoe.org www.santacruzcoe.org 400 Encinal St. Santa Cruz, CA 95060 pronouns: he, him, his





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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E sleibenson@santacruzcoe.org

W www.santacruzcoe.org

Pronouns: They/Them



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PCS "6th Grade Pilot Program"

1 message

Shannon Greene <sktg67@gmail.com> To: sleibenson@santacruzcoe.org Sun, May 17, 2020 at 8:51 AM

Dear Superintendent and COE Governing Board Trustees,

I am writing to you in opposition to the proposed Material Revision to add a 6th grade component to Pacific Collegiate School's (PCS) current 7th through 12th grade program.

Since PCS opened in 1999 through the present, PCS has not made good on its claims of diversity. They prioritize siblings and children of board members, which negatively impacts their ability to diversify, and appear to "make room" at their school for certain individuals when it suits their interests. I believe they do not serve a representative number of students with state mandated special education services, placing an extra burden on the public schools who serve our most needy students.

There is no evidence that adding a 6th grade will enable PCS to achieve greater diversity but it will definitely negatively impact our neighborhood schools who are already facing a severe state budget shortfall.

I implore you to deny the **r**equested Material Revision to add a 6th grade for the good of our local community.

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

Shannon Tracy Greene

Parent of 2 SCCS students: SCHS class of 2019 and Harbor High class of 2023 Harbor High School Library Media Teacher



Red-lined copy of PCS Revised Material Revision

1 message

Sage Leibenson <sleibenson@santacruzcoe.org>

Sun, May 17, 2020 at 10:03 AM

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Hi Trustees,

Please find a red-lined version of the REVISED PCS Material Revision linked here for your information.

Respectfully,



Sage Leibenson

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

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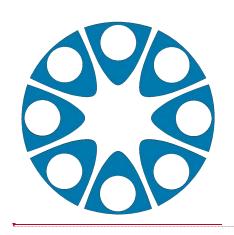
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Pacific Collegiate School

A CALIFORNIA PUBLIC CHARTER SCHOOL ESTABLISHED IN 1999



REQUEST FOR MATERIAL REVISION RENEWAL TERM: JULY 1, 2020- JUNE 30, 2025

SUBMITTED TO THE
SANTA CRUZ COUNTY BOARD OF EDUCATION
APRIL 16, 2020

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Affirmations and Declaration

Pacific Collegiate School ("PCS," or the "Charter School") will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(a)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

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- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute, and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Section 47605(1) and 47605.4(a)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(a)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(d)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Section 4760547605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Section 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student

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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]

Drawn Holm	April 16, 2020	
Diana Holm, President	Date	
Board of Directors		
Pacific Collegiate School		

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Introduction Background on PCS

The course of study at Pacific Collegiate School focuses on the traditional core curriculum areas of mathematics, English, science and history, as well as additional emphasis on visual and performing arts and world languages. The entire program is specifically designed to prepare students to enter competitive colleges and universities worldwide.

As Pacific Collegiate School has evolved, it is the expectation that students take at least five Advanced Placement (AP) classes in order to graduate; many students take more. The required AP courses are as follows: AP World History, AP US History, a choice of AP Science lab-based course, AP English Language or AP English Literature. AP classes consequently form an integral part of the basic curriculum. Beginning in middle school, teachers prepare students for success in upper-level AP courses. With this in mind, accelerated students, who have the requisite skills, may advance into classes well beyond their years. A gifted 8th grade math student could enroll in calculus; or a keen student of language could enroll in AP French in the 9th grade. The flexibility and opportunities for academic acceleration allowed by this vertical alignment are unique aspects of PCS's approach to preparing students to excel in a rigorous college atmosphere.

In addition to its college preparatory focus, PCS' charter calls for students to study visual and performing arts, develop global perspectives and hone technological proficiencies to prepare them for success in the 21st century. By design, Pacific Collegiate School provides an exceptional education rich in the visual and performing arts, requires students to study a language other than English, and constantly strives to use technology as a tool for learning and a life skill.

In an attempt to educate and inform students interested in PCS, the school holds approximately ten information meetings prior to the open public lottery, several of which are bilingual and held in locations throughout Santa Cruz County. PCS information sessions provide an overview of our academic program, student support services, extracurricular opportunities, campus life, school governance, and parent involvement. With a focused charter, it is clear that PCS remains a school of choice for its students. We are not a comprehensive small public high school, and we encourage all of our prospective students and families to consider all their needs and wants in making the decision to study at PCS. In the future, PCS will not require applicants to attend an information session, although we will continue to offer them so that potential PCS families can learn about the Charter School and its programs prior to applying. The students, parents, administration and faculty remain committed to the vision of the school and the challenges it represents. The elements of the vision statement give the best sense of the stakeholder commitment:

- PCS maintains high academic and artistic standards.
- PCS ensures that each student graduates with the foundation of coherent, relevant knowledge required for lifelong cultural maturity.
- PCS is committed to supporting students to study hard to be prepared to attend and succeed
 at any UC or similarly high quality private or public university.
- PCS concentrates on quality instruction in the core academic areas of language arts, mathematics, science and history so that all students are prepared to take and pass advanced placement exams in these subject areas prior to graduation.

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- PCS prepares students for dynamic engagement in the fine and performing arts.
- PCS curriculum is sequential and carefully articulated to provide a clear path to college.
- PCS teachers demonstrate mastery of and enthusiasm for their subject matter as well as the ability to communicate it effectively to students.
- PCS regards parental involvement as integral and essential to its success.
- PCS has worked tirelessly in its efforts to obtain a facility that supports these goals.

Central to the accomplishment of our goals is the shape of our curriculum and the graduation requirements for a PCS student. Below is a comparison of PCS graduation requirements with those for the University of California.

PCS Requirements 220 units, 22 courses (Grades 9-12)	UC A-G Requirements
ENGLISH – 4 years (40 units) including one class at the AP level.	ENGLISH – 4 years (must be grades 9-12)
MATH – 3 years (30 units) Algebra 1, 2 & Geometry.	MATH – 3 years (Algebra 1+) (4 recommended)
SCIENCE – 3 years (lab science) one of which must be AP. (30 units)	SCIENCE – 2 years (lab science)
HISTORY – 3 years including AP World and AP US History (30 units)	HISTORY – 2 years
WORLD LANGUAGE – 3 years and reach level 3	WORLD LANGUAGE – 2 years
FINE ARTS – 3 years (30 units)	FINE ARTS – 1 year
ELECTIVES – 3 years (30 units)	COLLEGE PREP. ELECTIVES – 2 years

Success of the Prior Charter Term

Since its last charter renewal in 2015, Pacific Collegiate School has continued to nurture student achievement, combining personal support with high expectations to produce positive student outcomes, and has received a steady stream of accolades for its performance on both state and national scales. Among these recent accolades are the following:

Program Recognition

Founded in 1999, Pacific Collegiate School (PCS) celebrated its 20th anniversary and continues to garner local and national recognition. PCS consistently ranks among the best charter and high schools in California, and the nation:

• Recognized by Newsweek, US News & World Report and The Washington Post as one of

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- the nation's top public high schools
- Ranked by US News & World Report as one of California's top ten public charter schools and one of the nation's best public charter schools.
- Ranked in the Top Ten Public High Schools by US News & World Report
- Designated a National Blue-Ribbon School (2008)
- Selected a California Distinguished School (2007, 2011, 2017)

Student Performance

- Since May 2015, PCS students have taken 2,097 Advanced Placement examinations; the 'passage rate' (a grade of 3, 4, or 5 earned) during this period was 82%; students earned grades of 4 or 5 at a rate of 52%.
- PCS students continue to excel in science programs at the county level and beyond. Several students represent PCS at the state science fair each year.
- High school art students participate yearly in the county-wide high school art show sponsored by the Santa Cruz Art League. There are many winners every year in this juried show.
- Choral and instrumental music programs regularly earn high ratings at local, regional, and state-wide music festivals. PCS regularly has high numbers of students extending their musical experience into local youth symphonies, honor jazz ensembles, and regional and state-wide honor bands, orchestras, and choirs.
- PCS students are consistently selected to play in the Santa Cruz Youth Symphony. In 2019,
 PCS students form nearly one third of the ensemble, representing the largest number of participants from a single school.
- In 2017-2018, Thespian Society students wrote and performed their own musical at the world-famous Edinburgh Fringe Festival in Scotland.
- Over the last three academic years (2017-2019), World Language students have received Seals of Biliteracy from the State of California 71 times in four languages.
- Over the last five academic years (2015-2019), 94% of both Advanced Placement Spanish Language and Culture and Advanced Placement and French Language and Culture students have earned scores of 3 or higher on the AP exam. Over the last 4 years (2016-2019), 81% of Latin students have received a 3 or higher on the exam, and in Chinese, in two years (2015 and 2018), 100% of the students received a 3 or higher.
- Additional student performance data is included in **Appendix A**.

College Admissions

- Predictably, the academic strength of the PCS program and its students has translated into success in the college admissions process as well:
- 100% of PCS graduates are eligible for UC/CSU admissions, and 97% of students directly enroll in four- or two-year programs.
- The top ten most popular colleges PCS students have applied to in recent years are: Cal Poly San Luis Obispo, UC Santa Barbara, UC Berkeley, UC Davis, UC Santa Cruz, UC San Diego, UC Los Angeles, Cabrillo College, San Diego State, and Northeastern.
- The top five schools to which students have been admitted are: Cal Poly San Luis Obispo,

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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

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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

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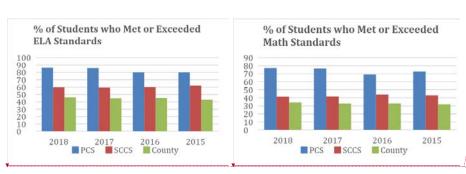
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for renewal, the district board of education shall consider the past performance of the school's academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement, if any."

This requirement is met through the documentation presented in the charter renewal petition and xes

The following shall serve as documentation confirming that Pacific Collegiate School exceeds the statutory criteria required for renewal as set forth in Education Code Section 47607(a)(3)(A), 52052(f), 47607(b)(4) (Also see **Appendix A:** Student Performance Data and **Appendix B:** California Dashboard Data Reports)

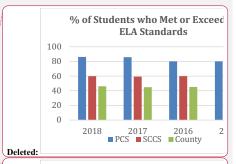
• Pacific Collegiate School has consistently met or exceeded California school performance expectations, as reflected by CAASPP English Language Arts and Mathematics scores.

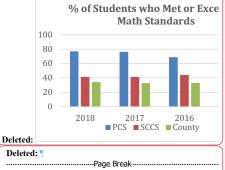


 Pacific Collegiate School students as a whole, and those in statistically significant subgroups (White and Hispanic/Latino) consistently perform at or well above grade level peers attending Santa Cruz area schools on CAASPP English Language Arts and Mathematics assessments.

T.Y. 4	% of Students who Met or Exceeded Standard – 11 th Grade							
ELA	PCS		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		

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Made	% of Students who Met or Exceeded Standard – 11 th Grade						
Math	PCS				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	

***	% of Students who Met or Exceeded Standard – 8th Grade							
ELA	Pe	PCS		CS	SC C	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		

	% of Students who Met or Exceeded Standard – 8 th Grade						
Math	PCS				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	

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TOT 4	% of Students who Met or Exceeded Standard – 7 th Grade						
ELA	PO	CS	SC	CS	SC C	ounty	
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	

		% of Studen	ts who Met or Ex	xceeded Standar	d – 7 th Grade	
Math	PCS		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:

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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).

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Rationale for Material Revision

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

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

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

Element A: Educational Program

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(c)(5)(A)(i).

Governing Law: The annual goals for the charter school, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(c)(5)(A)(ii).

Governing Law: If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(c)(5)(A)(iii).

Mission and Vision

Pacific Collegiate School's mission is to provide exemplary, standards-based college preparatory and fine arts education for public middle and high school students. Our vision is to offer any student the same quality of education offered by the most academically distinguished schools in California. Our graduates will be prepared to enter and thrive at the world's finest colleges and universities.

In addition to a core college preparatory curriculum, Pacific Collegiate School emphasizes international, cross-cultural, and technological education in order to prepare graduates for life in the 21st Century. Pacific Collegiate School students will be introduced to the rich variety of world cultures and become fluent in at least one world language. They will become proficient in the basic information technologies essential for cultural literacy in the 21st Century.

Target Population

Our target population is middle and high school-age students who seek an exemplary, standards-based college preparatory and fine arts education within a small school context. Moreover, PCS seeks to reflect the demographic surroundings of the surrounding area, with a particular focus to ensure a greater population of traditionally marginalized students have an opportunity to receive access to an exemplary education. Our specific actions and goals to ensure our target population evolves to reflect this commitment over time are outlined in our Diversity Plan (Appendix K).

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

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

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Educational Strategy

Pacific Collegiate School, a site-based school, believes that with adequate support structures, all students are capable of success in a demanding, rigorous and relevant college preparatory program. The keys to drawing the best from every student are the following:

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High expectations

Students respond to the expectations of their peers and of the adults around them. Key to providing the conditions for a culture of high expectations to be successful is quality instruction, engaging and culturally relevant pedagogy, and access to rigorous content, even for those coming in below grade level (See, TNTP, The Opportunity Myth, 2018). Pacific Collegiate School sets high expectations for all students in terms of workload, behavior, and educational results. Drawing the best from every student takes immense effort from the teachers, parents/guardians, and students, but the results are well worth the effort.

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A Small School Community

The considerable advantage of small schools has been much researched and well documented. Students at PCS are known well by their teachers, staff and peers, and receive individual attention. Maintaining a community of scale is one of the defining elements of PCS.

Small Class Size

In addition to the advantages of a small school, small class size allows the individualized attention that is the essential complement of high expectations. As a charter school, Pacific Collegiate School has the flexibility to spend more of its budget on teachers and less on administration and other overhead costs, which is how we can afford to reduce class size. Keeping class sizes smaller than conventional schools is one of the identifying characteristics of PCS. This smaller class size is also a defining feature of PCS's ability to support students from a variety of educational and socioeconomic backgrounds, and to invest in successful outcomes tied to our Diversity Plan.

Deleted: 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.

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How Learning Best Occurs

How learning best occurs is very dependent on the student, as Todd Rose shares "There is no average learner" and thus, there is no one best method that works for all. For some students the stronger sense of community in a small school fosters the best learning. The increased accountability and potential for individualized attention that comes with a small school provides a supportive environment for all students to achieve.

What Does It Mean To Be An Educated Person In The 21st Century?

The academic program at PCS is rooted in the determination that our students must be prepared for a globalized world, one wherein tools and skills acquired today can be utilized to solve problems as yet unperceived, with concepts as yet undeveloped. Educating students for the 21st century demands that schools establish a respectful dialogue between teachers and students, that they institute relevant curricula, that they set high expectations, and that they employ technologies for use both in and beyond the classroom walls.

In preparation for a full life in the 21st century, Pacific Collegiate School seeks to teach its students how to think, not what to think; it encourages students to ask the questions that will continue their learning throughout life rather than settling for the old responses of the past that would inhibit it.

Goals for Student Learning

One of the goals of Pacific Collegiate School is enabling <u>all</u> pupils to become self-motivated, competent, and lifelong learners. Regular and varied formative assessments provide frequent feedback and opportunity for improvement. Developmentally-appropriate learning skills and concepts, opportunities for in-depth exploration, community service and connections, and alignment with UC/CSU admissions criteria and with post-secondary options are the core of our academic approach. (See additional goals in Element B: Measurable Pupil Outcomes.)

In addition, Pacific Collegiate School identifies the following Student Learning Outcomes for all graduates:

- 1. PCS graduates will be self-motivated, enthusiastic, life-long learners who:
 - a. Make connections between academic study and the world in which they live.
 - b. Demonstrate skill in and passion for the arts, science, humanities, and technology.
 - c. Are able to read and comprehend a wide range of texts, both literary and non-literary.
 - d. Make connections and discriminate between different areas of study.
 - e. Are keen to pursue further study beyond PCS.
- 2. PCS graduates will be critical and independent thinkers who:
 - a. Are able to read critically, sort through information and develop a well-informed opinion.
 - <u>b.</u> Derive larger meanings from disparate sources.
 - c. Use step-by-step problem-solving skills in everyday life.

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 3. PCS graduates will be academically accountable individuals who: a. Are well organized and can balance academic success with outside interests. b. Meet deadlines and requirements. c. Work well independently and in groups. d. Recognize their strengths and seek to develop them. e. Are able to identify weaknesses and seek appropriate means for improvement. 4. PCS graduates will be responsible members of their community who: a. Demonstrate respect for individuals. b. Demonstrate the ability to work cooperatively and collaboratively with others. c. Make equitable and substantial contributions to the community. d. Demonstrate respect for their environment. e. Exhibit civic responsibility by participating in volunteerism/community service. 	Deleted: d Deleted: d
Goals and Actions to Achieve the State Priorities	
Pursuant to Education Code Section 47605(c)(5)(A)(ii), the following is a table describing the Charter School's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.	Deleted: b
Local Control and Accountability Plan	Deleted:
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.	Deleted:
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	Deleted:
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."	Detect.
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))	
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Goal to Achieve Subpriority Subpriority Achieve Subpriority Achieve Subpriority Achieve Subpriority Achieve Subpriority In the same manner as a governing board of a school district. PCS shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district. Actions to Achieve Goal Actions to Achieve Goal Actions to 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 will hold a valid CA Credential or Credential, or be in progress toward credential and their teaching assignment. Deleted: 100% of teachers will hold a valid CA Credential, or be in progress toward credential and their teaching assignment. Credential, or be in progress toward credential and their teaching assignment.	
Achieve Goal and Short-term Staff Permits to enter credential programs in a timely	
program. Teachers will have an opportunity to participate in release days to support ongoing learning. Teachers assigned for the 6th grade program will hold valid and appropriate CTC credentials.	
Subpriority B – Instructional Materials	
Goal to Achieve Subpriority 100% of students in grades 6-12, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses in high school. Deleted:	
Actions to Achieve Goal All instructional materials purchased will be aligned to CCSS and aligned with our charter, All high school students will continue to have access to AP courses and curriculum. Instructional materials selected and purchased for the 6th grade will align to CCSS and our charter in all subject areas. All students will have equitable access to curriculum and instructional materials. Deleted: CA Common Core State Standards Deleted: petition. Continue to provide all Deleted: to Deleted: To Common Core State Standards Deleted: petition. Continue to provide all Deleted: petition. Continue to provide all	
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% Deleted:	

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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.	Deleted:	
Implementation	2— Implementation of Common Core State Standards, of Common Core State Standards, including how EL students will be enabled ic content knowledge and English language proficiency	Deleted:	
	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. 6th grade teachers will be assigned 6-9 months in advance of implementation in order to allow ample time for training, planning, material selection, and curriculum development.		
	Subpriority B – EL Students & Academic Content Knowledge	Deleted:	
Goal to Achieve Subpriority	100% of EL students will gain academic content knowledge through the implementation of CCSS, and both integrated and designated English Language Development, as demonstrated by progress in local assessments.		
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction and other CCSS aligned coursework with grade-level peers, as well as Integrated and Designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant and Academic Support Specialist).	Deleted: mainstream Deleted: ; Deleted: ELL	
	Subpriority C – El Students & English Language Proficiency		

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Goal to Achieve Subpriority	EL students at PCS will gain English Language proficiency at or above California reclassification rates. 100% of Reclassified Fluent English Proficient students will receive ongoing support to ensure academic success for at least four years after reclassification.	Deleted: 100% of Deleted: . Deleted: academic Deleted:
Actions to Achieve Goal	EL students will participate in ELA/Literacy instruction with grade level peers, as well as integrated and Designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).	Deleted: receive additional targeted language Deleted: until they achieve fluency.
Parental involv seek parent inp School will pro	3— Parental Involvement vement and family engagement, including efforts the Charter School makes to out in making decisions for the Charter School, and including how the Charter behave parental participation in programs for unduplicated pupils and the exceptional needs	
	Subpriority A – Achieving/Maintaining Parental Involvement	
Goal to Achieve Subpriority	Maintain parent representation on the Charter School Governing Board, committees and working groups, including representation of parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.	
Actions to Achieve Goal	The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong and continuing track record of parent representation, and a commitment to diversity. School will recruit parent/guardian representation through various modes of bilingual school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.	
	Subpriority B – Promoting Parent Participation	
Goal to Achieve Subpriority	Increase parental volunteerism, attendance at parent and community events, and <u>parent</u> input to school. <u>Membership in PCS committees, and participation in PCS parent meetings and events will reflect the</u> diversity of <u>our school community</u> .	Deleted: provide Deleted: Increase Deleted: parents participating in volunteer, parent education,
	<u> </u>	and

Deleted: events.

Actions to	School will seek to increase participation through various modes of		Deleted: via	
Achieve Goal	bilingual school communications, regular meeting schedules, and through outreach and programming focused on the needs of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.			
	School will continue to monitor participation via parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and grade level events, monthly campus work days, annual welcome back BBQ, parent volunteer hours.	n-d	Deleted: tracking of	
	work days, aimuai welcome back BBQ, parent volumeer nours,	<	Deleted:	
Subpriority C -	Promoting Parent Participation for Unduplicated Students and Students with Exceptional Needs	•	Zuntu.	
Goal to Achie Subpriority	Increased participation in parent education and community events by the families of unduplicated students, English Learners, and students with special needs. Parent input on school-specific programs for these		Deleted: Provide	
	students.	\leq	Deleted: to	
		1/	Deleted:	
Actions to Achieve Goa	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.	Y	Deleted: to	
State Priority #4	— Student Achievement			
Pupil achievem	ent, as measured by all of the following, as applicable:			
<u>A.</u> Californ	a Assessment of Student Performance and Progress statewide assessment			
	ge of pupils who have successfully completed courses that satisfy UC/CSU equirements, or career technical education			
	te of ELs who make progress toward English language proficiency as by the English Language Proficiency Assessments for California (ELPAC)			
<u>D.</u> EL reclas	sification rate			
	ge of pupils who have passed an AP exam with a score of 3 or higher			
	e of pupils demonstrating College and Career Readiness, as reflected in 's accountability system,		Deleted:	
	Subpriority A – CAASPP: ELA/Literacy and Mathematics			

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Goal to Achieve Subpriority	75% of students at every applicable grade level (6-12), including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to the general PCS student population.	Deleted: ,
Actions to Achieve Goal	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum, in all grades (6-12). Appropriate and meaningful use of instructional technology to enhance student learning. Focused FTC and EL academic support including tutoring, parent education, peer-to-peer network, academic support team.	Deleted: . Meaningful
	Subpriority B – UC/CSU Course Requirements	
Goal to Achieve Subpriority	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.	
Actions to Achieve Goal	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan coursework.	Deleted:
	Subpriority C – EL Proficiency Rates	
Goal to Achieve Subpriority	100% EL students will advance at least one performance level per the ELPAC each academic year. <u>In addition, EL students will demonstrate progress in the use of academic language in all content areas, as measured by local assessments.</u>	
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction with grade- level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, ELL Instructional Assistant, and Academic Support Specialist).	Deleted: EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.
	Subpriority D – EL Reclassification Rates	
Goal to Achieve Subpriority	EL students will be reclassified at or above California reclassification rates, as determined by: (1) overall performance level of 4 on ELPAC, (2) local criteria: performance within same range of proficiency as their English	Deleted: Fluent English Proficient and perform at grade Deleted: the

	speaking peers on CAASPP or other standardized assessment (3) teacher evaluation based on content mastery and , student use of academic language, (4) parent input.	 Deleted: statewide
Actions to Achieve Goal	100% of EL students at all grade levels (6-12) will participate in ELA/Literacy instruction with grade-level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).	 Deleted: 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,	 Deleted:
Goal to Achieve Subpriority	75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.	 Deleted:
Actions to Achieve Goal	PCS will provide well qualified teachers for all AP Classes and will provide support and training opportunities for these teachers, including best practices for supporting diverse students' needs.	
	Subpriority F – College Readiness,	 Deleted:
Goal to Achieve Subpriority	100% of PCS graduates will satisfy the UC/CSU course requirements, including first-to-college, Hispanic/Latino, and all other subgroups. 90% of all students, including first-to-college, Hispanic/Latino, and all other subgroups, will participate in PSAT/SAT/ACT preparation courses free of charge. All students, including first-to-college, Hispanic/Latino, and all other subgroups, will have the opportunity to participate in college-preparatory research (e.g. Ethics and Evil, Current Issues, Capstone Projects).	
Actions to Achieve Goal	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. Subsidize the cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.	Deleted: School will subsidize

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State Priority #5— Student Engagement Pupil engagement, as measured by all of the following, as applicable: Deleted: 1. School attendance rates 2. Chronic absenteeism rates 3. Middle school dropout rates (EC §52052.1(a)(3)) 4. High school dropout rates 5. High school graduation rates Subpriority A – Student Attendance Rates Goal to PCS will maintain a 95% ADA rate for students at all grade levels (6-12) Deleted: both junior high and high school including first-to-college, Hispanic/Latino, and all other subgroups. Achieve Deleted: , Subpriority Actions to Increase monitoring and communication with parents of chronically absent Achieve Goal students to decrease truancy. Subpriority B – Student Absenteeism Rates Goal to Students in all grades (6-12) will not have more than 10 absences in any Achieve school year. Subpriority Actions to Parents will be informed of chronic absences as specified in the PCS Achieve Goal Attendance Policy. The Vice Principal will meet with parents of chronically absent students. Subpriority C – Middle School Dropout Rates, Deleted: Goal to PCS will promote 95% of 6th, 7th, and 8th grade students. Achieve Subpriority Actions to PCS will offer an academically engaging learning environment and Achieve Goal academic support for all its students.

	Subpriority D – High School Dropout Rates	
Goal to Achieve Subpriority	PCS will promote 95% of 9 th -11 th grade students.	
Actions to Achieve Goal	PCS will offer an academically engaging learning environment and academic support for all its students.	
	Subpriority E – High School Graduation Rates	Deleted: SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES Deleted:
Goal to Achieve Subpriority	95% of PCS 12 th grade students will graduate.	
Actions to Achieve Goal	PCS will offer academic support and guidance for students at all grade levels.	
School climate, 1. Pupil si 2. Pupil es 3. Other le	6—School Climate as measured by all of the following, as applicable: aspension rates expulsion rates ocal measures, including surveys of pupils, parents, and teachers on the sense or and school connectedness	
	Subpriority A – Pupil Suspension Rates	
Goal to Achieve Subpriority	PCS will maintain an annual suspension rate of less than 2% for students in all grades (6-12).	Deleted: %.
Actions to Achieve Goal	PCS will maintain clear behavior guidelines and promote a culture of respect.	
	Subpriority B – Pupil Expulsion Rates	

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Goal to Achieve Subpriority	PCS will maintain an annual expulsion rate of less than 1%		
Actions to Achieve Goal	PCS will maintain clear behavior guidelines and promote a culture of respect.		
Subpriority	y C – Other School Safety and School Connectedness Measures (Surveys)		
Goal to Achieve Subpriority	PCS students and staff will adhere to the school safety plan.		
Actions to Achieve Goal	Students and staff (certificated and classified) will participate in Earthquake, Fire and Lockdown drills twice annually. CPR training will be available annually to all certificated staff. PCS students will be engaged in opportunities to learn about positive behavior and school climate.	Do	eleted:
Goal to Achieve Subpriority	90% of students eligible to use the Free and Reduced-Price Meal (FRPM) program will participate.	De	eleted:
Actions to Achieve Goal	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.	De	eleted:
The extent to whincluding progras EL, FRPM et "Broad course of Grades 1-6: En health, physical Grades 7-12: E.	7—Course Access hich pupils have access to, and are enrolled in, a broad course of study, cams and services developed and provided to unduplicated students (classified ligible, or foster youth; E.C. §42238.02) and students with exceptional needs, of study" includes the following, as applicable: glish, mathematics, social sciences, science, visual and performing arts, deducation, and other as prescribed by the governing board. (E.C. §51210), inglish, social sciences, world language(s), physical education, science, isual and performing arts, applied arts, and career technical education. (E.C.	Do	eleted: ele
Goal to Achieve Subpriority	PCS students, including all subgroups, unduplicated students, and students with exceptional needs, will have access to the academic program as outlined in the PCS charter	Do	eleted:

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Actions to Achieve Goal	All academic content areas will be available to all students, including student subgroups, at all grade levels,	Deleted:
Goal to Achieve Subpriority	Students will receive instruction and opportunities to build technology skills in designated courses and across the curriculum. All students will have access to technology and devices to support optimal learning conditions.	Deleted:
Actions to Achieve Goal	The program/curriculum for the proposed 6th grade will provide all students access to high-quality instruction aligned to CCSS. 6th grade students will have access to sufficient technology and devices to support optimal learning conditions.	
	All 7 th grade students will be enrolled in a technological literacy course (Study Skills and Technology),	Deleted: School
	PCS will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain an adequate number of devices for student use to support technology integration in learning.	Deleted:
-	8—Other Student Outcomes s, if available, in the subject areas described above in #7, as applicable.	
	Subpriority A – English	Deleted:
Goal to Achieve Subpriority	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy. All students will take AP English Language during 11 th grade or AP English Literature during 12 th grade.	
Actions to Achieve Goal	All students at PCS will participate in a rigorous, vertically aligned English curriculum which will culminate in students taking AP English Language in 11 th grade and/or AP English Literature in 12 th grade. At each level students will focus on writing, reading, discussion, and vocabulary.	
	Subpriority B – Mathematics	

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Goal to Achieve Subpriority	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in Mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.								
Actions to Achieve Goal	All students in grades 6-12 at PCS will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12 th grade.								
	Subpriority C – Social Sciences								
Goal to Achieve Subpriority	All <u>PCS</u> students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History, US History, and Geography.								
	All PCS students will complete AP World History and AP US History.								
Actions to Achieve Goal	All PCS students will participate in a curriculum that is global in its approach and grounded in a chronological study of human activities from ancient times to the present. This includes a three-year World History sequence culminating in AP World History. For the proposed 6th grade, this will also include World History and Geography instruction focused on ancient civilizations, in alignment with State Standards.								
	Subpriority D – Science								
Goal to Achieve Subpriority	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the appropriate science class. All PCS graduates will have taken Biology, Chemistry and Physics. 75% of 8th and 11th grade students will meet or exceed standards on California Science Test (CAST). 100% of PCS students will complete at least one AP lab-based course in the Sciences.								
Actions to Achieve Goal	All PCS students will participate in a rigorous NGSS aligned Science curriculum that focuses on hands on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.								

Deleted: and

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	Specifically, students in the proposed 6th grade will study Earth Science as part of discipline-specific middle school science sequence, including 7th grade Life Science and 8th grade Physical Science.	
	Subpriority E – Visual and Performing Arts	
Goal to Achieve Subpriority	100% of PCS students will take at least 3 years of Visual and Performing Arts during 9th-12th grade.	Deleted: performing arts
Actions to Achieve Goal	PCS will offer a rich and varied Visual and Performing Arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music. 100% of PCS students will participate in a designated Visual Arts course in 6th grade. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.	Deleted: performing arts
	Subpriority F – World Languages	Deleted: WORLD LANGUAGES
Goal to Achieve Subpriority	100% of PCS students will take a minimum of 3 years of a single World language.	
Actions to Achieve Goal	PCS will offer four-year programs in at least four languages, with the 4 th year being an AP Course.	
	The proposed 6th grade curriculum will include introduction to PCS offered World Language languages (in 2019-2020: French, Latin, Mandarin, and Spanish) as part of the World Explorers class curriculum.	
Parent Notification	on of Course Eligibility for College and Transfer Units	
	llegiate School's high school courses meet state standards, are <u>A-G</u> approved and d for college entry requirements, as indicated in our course catalog, which is S website.	Deleted: a-g Deleted:
	ransferring out of PCS, parents will be notified in writing of the transferability of d by the student as part of the exit procedure.	Deleted:
	ociation of Schools and Colleges Accrediting Commission for Schools provided e School with a six-year Certificate of Accreditation, which extends through June	
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30, 2021. We have every expectation that our accreditation with WASC will be extended through June 30, 2027 when we review our progress with them in the spring of 2021.

Curriculum

The distinctiveness of our program lies in its high academic and behavioral expectations, small school environment, and small class size. The curriculum is challenging and relevant, and technology plays an integral role, supplementing curricular access and helping to improve productivity and communication. From the school's earliest days, student outcomes have demonstrated the positive impact of a concentration on rigor; this charter term will continue to place increased emphasis on academic challenge combined with relevance both within and among courses, thus providing regular opportunities for connecting the curriculum with the outside world.

Throughout its twenty-year history, Pacific Collegiate School <u>teachers and administrators have</u> developed <u>curricula</u> guided by five organizing principles.

- 1. Coherent content
- 2. Integration and coordination within the humanities, especially English and history
- 3. Integration of the sciences and mathematics
- 4. International and cross-cultural focus, including the study of world languages
- 5. Integration of Visual and performing arts

We believe that virtually all students are capable of taking and passing Advanced Placement ("AP") exams if the students are in a climate where that is expected of them, and they are given sufficient support to achieve this goal,

In each content area, we want students to be prepared to take and pass AP exams, and to graduate from PCS with knowledge and skills that will ensure they thrive in any college or career they choose. For this reason, academic preparation and study skill development are essential components of the PCS program in earlier grades.

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

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

The vertical course alignment at PCS provides for important academic advantages for <u>both</u> less prepared and more prepared students. For students who are less academically ready entering PCS,

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

Deleted: 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

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Graduation Requirements

PACIFIC COLLEGIATE	UC_A-G REQUIREMENTS
<u>REQUIREMENTS</u>	
220 units, 22 courses (Grades 9-12)	
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)

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Subject	HS Graduation Requirements	- Grade 7	Grade 8	Grade 9	Grade 10	- Grade	11	- Grade 12		Deleted:
English	4 years, taken grades 9-12	English 7*	English 8*	English 9*	English 10*	*One of: AP E Lang. or Honors Ame		AP English Literature* or Honors American Literature		Deleted: ¶
- History	3 years, taken grades 9-12	History 7*	History 8*	History 9*	AP World History*	AP US Hi	istory* _₹ Rhetoi	ic & Oratory, History Elective	_	Deleted: ¶ Deleted:
- 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	Bi	- ology*	Chemistry*	Physics* 0 AP Physics			Deleted: ¶ ¶ ¶ ¶ Under the control of the control o
- - 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	Geo Hor	bra 1, 2*, ometry*, oors Pre- lculus*	Algebra 1*, 2*, Geometry*, Honors Pre- Calculus* AP Calculus BC	Algebra 2 st Geometry st Honors Pre Calculus*, A Calculus* AP Statistic AP Comput Science*	Calculus BC, AP Statistics, Intro to Engineering, Adv.Computer Science Honors		Deleted: ¶ Deleted: ¶ Deleted:
VPA	- 3 years of any visual or performing art, taken in grades 9-12*	One of: Perform. Arts7 Art 1 Music 1	One of: Drama 1 Art 1, 2 Music 1 &: Chorus Dance Studio	Dra C Adv Art Pro Dance Gra Digit 2-D	ma 1, 2 horus v. Choir i 1, 2, 3 i/deo duction e Studies uphic & tal Arts 1 Design sic 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		Deleted: ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶ ¶

- 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 UCA-G

Curriculum Integration

PCS emphasizes the integration of academic materials between subject areas in our current 7-12 program, and as such, curricula at the <u>Charter School are</u> both vertically and horizontally aligned. Departments continually work to refine vertical integration of curriculum with respect to both content and skills, and grade levels meet to discuss horizontal alignment on a monthly basis. Syllabi of various courses are planned to be complementary and reinforcing.

For example, the English and History departments at Pacific Collegiate School are fundamentally oriented towards horizontal alignment. Additionally, the Math and Science departments work together weekly to improve students' understanding of related concepts and have integrated topic coverage for optimal timing and preparation. Further, the Visual and Performing Arts and World Language department teachers regularly collaborate with other departments to afford students an opportunity to connect curriculum across subject areas.

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

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Deleted: 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.

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<u>English</u>	World Languages,	 Deleted:	
<u>6th Grade Humanities Core</u>	Chinese 1, 2, 3, 4/AP		
English 7, American Literature	French 1, 2, 3, 4 / AP	 Deleted:	
English 8, Ancient World Literature	Latin 1, 2, 3, AP		
English 9, Medieval World Literature	Spanish 1, 2, 3, AP		
English 10, Modern World Literature			
AP English Language	An introduction to each of the World		
AP English Literature	Languages offered at PCS will be		
American Literature	integrated into the World Explorers		
Study Skills & Technology	<u>curriculum.</u>		
Journalism			
Rhetoric and Oratory			
<u>History</u>	Visual Arts		
<u>6th Grade Humanities Core, Geography</u>	6th Grade Visual Arts		
History 7, U.S. History	Art 1		
History 8, Ancient World History	Art 2		
History 9, Medieval World History	Art 3		
AP World History	Graphic and Digital Arts		
AP U.S. History	Studio Art		
AP U.S. Government and Politics & Constitutional Law	AP Studio Art		
Ethics & Evil	AP Art History	 Deleted:	
Current Issues			
Science	Performing Arts	 Deleted:	
<u>6th</u> Grade <u>, Earth Science</u>	Drama 1 – Beginning	 Deleted: Seventh	
7th Grade, Life Science	Drama 2 – Intermediate		
<u>8th</u> Grade, Physical Science	Drama 3 – Advanced	 Deleted: Eighth	
Biology	Video Production		
Chemistry	Dance Studies		
Physics or AP Physics 1			
AP Biology	Performing Arts will be integrated into		
AP Chemistry	the 6th grade curriculum, particularly		
AP Physics 1	in Humanities Core and World		
AP Physics 2	Explorers curricula.		
AP Physics C			
AP Environmental Science			

<u>Mathematics</u>	Music
6th Grade Mathematics	Music 1 – Beginning Instrumental
Pre-Algebra	Music 2 – Intermediate Instrumental
Algebra 1	Music 3 – Advanced/Symphonic
Algebra 2	Music 3 – Advanced/Jazz
Geometry,	Chorus
Pre-Calculus Honors	Advanced Chorus
AP Statistics	AP Music Theory
AP Calculus	
AP Computer Science A	Music will be integrated into the 6th
Advanced Computer Science	grade program, particularly in the
Multivariable Calculus	World Explorers curriculum.
Intro to Engineering	

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

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

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

Subject Area Discussion

English

Each year, students at PCS in grades 7-11 read, discuss, and write about works of literature which are thematically linked with their history course, except in 12th grade. Plays will be read aloud and performed as reader's theater, and students will learn to give formal speeches as well as to

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participate effectively in discussions. The primary writing emphasis is on developing coherent, articulate expository essays. Instruction in grammar is integrated with writing assignments, which are related to the literature being studied. Students write on a variety of topics, and in a number of genres, including poetry, letters, and journals. Compositions are carefully and promptly evaluated, and students learn how to correct and revise their work. Each year, students build academic vocabulary through a supplementary vocabulary program (currently Vocabulary Workshop) which includes preparation for the PSAT and SAT exams. A Shakespearean play linked to the year's focus is studied each year. Focused note-taking, timed-writing, and reading comprehension are included within each course. All English courses are designed to prepare students to take AP English Language in 11th grade and AP English Literature in 12th grade. Honors American Literature may be substituted for one AP English course in either 11th or 12th grade.

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

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

History

The History curriculum at Pacific Collegiate School is global in its approach and grounded in a chronological study of human activities from ancient times to the present. Each course comprises a survey of major movements and events, for which a general text serves to provide a structure, combined with in-depth studies of selected problems or areas of interest with the addition of extra readings and documents. In the 7th and 11th grade, U.S. History courses and in the three-year World History sequence in grades 8 through 10, the History program is linked with literature studied in the English program. Class format includes lectures, class discussion, current events, group study activities, role play and debates, and student presentation of work. At each level, students undertake individual research projects as well as numerous smaller writing assignments.

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Geography, art history, anthropology, current issues and other fields are integrated into the study of history in all periods. Deleted: The study of History in the proposed 6th grade will reflect a similar approach, focus, and learning activities. In alignment with California standards, the History curriculum will be World History and Geography: Ancient Civilizations. 6th graders will focus on understanding world geography and how it influenced the emergence of civilizations in Mesopotamia, Egypt, ancient Israel, the Indus River valley, China, Mesoamerica, and the Mediterranean basin. Students will have the opportunity to grapple with the connections between geography, environmental issues, political systems and power structures, which also exist in the modern world. Students will learn to interpret a variety of primary and secondary sources, consider multiple points of view, cite evidence from sources, and make claims based on a variety of evidence. History content for 6th graders at PCS will be integrated with English Language Arts content into a Humanities Core class. The Humanities Core class for English Learners will provide Designated ELD format, with focused instruction on the state-adopted ELD standards to assist English learners in developing the English language skills necessary for academic content learning in History. Integrated ELD will be provided across all content areas. Deleted: 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 Deleted: 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, Deleted: 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. Deleted: Science Mathematics instruction in the proposed 6th grade will be taught in an integrated STEM Core class. The curriculum for 6th grade will be aimed at building foundational skills and number sense in mathematics, including four critical areas identified by CCSS for mathematic in grade 6: (1) connecting ratio, rate, and percentage to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking. Students will also work toward fluency with multi-digit

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

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

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

Science

The science curriculum at Pacific Collegiate School prepares students for AP courses and is integrated with the prerequisite mathematics. AP Biology, AP Chemistry, AP Environmental Science and AP Physics 1, 2 and C are regularly offered and typically taken in 11th or 12th grade.

The high school level Physics, Chemistry, and Biology follow the recommendation of UC and CSU for academic preparation in the natural sciences as well as providing instruction in all required Next Generation Science Standards. Students are required to take at least one lab-based AP science course. Students aiming for careers in STEM fields are encouraged to take multiple AP science courses.

Middle school science courses are designed as an introduction to all of the fundamental sciences. PCS has elected to follow a discipline specific model. Life science is the main focus for 7th grade, and Physical Science is covered in 8th grade. These courses are meant to introduce students to the basic scientific concepts as well as basic science methodology. Experimental design and field projects are emphasized and independent science fair projects are required by all 7th and 8th grade students. In these two classes students are also given a basic introduction to computer science and electronics.

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

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

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Deleted: 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.

Moved down [1]: 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.

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World Languages

The World language classes at Pacific Collegiate School (with the exception of Latin) are taught primarily in the target language. The curriculum includes developing oral and auditory competence, as well as reading and writing instruction in the target language. The goal for each level of oral instruction at all levels is 90% use of the target language. We encourage students to take four years of one world language, and it is possible to learn two new languages by graduation, if a student so chooses. Cultural activities and presentations, field trips, and guest presentations throughout the year help students to gain an appreciation of the historical and cultural context of their language of study. Our three-year language requirement increases the confidence and fluency of students, and also raises their profile for college admissions. We use a wide array of assessments to evaluate student progress and proficiency in reading, writing, speaking, and listening in the target language.

Our strategy for language offerings is to offer Spanish, one more European language (currently French), one non-European modern language (currently Mandarin), and one classical language (currently Latin). Languages offered at PCS may change over time.

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

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

Visual and Performing Arts

Pacific Collegiate School recognizes the importance of the visual and performing arts as creative disciplines that embody a wealth of universal ideas, values, emotions and technologies that are integral parts of our civilization. The visual and performing arts program of Pacific Collegiate School is based upon the concept that the arts are an essential component of a complete education and a requirement for cultural literacy. In concert with the international focus of Pacific Collegiate School, the visual and performing arts program incorporates the contributions of diverse cultural traditions across many time periods.

The visual and performing arts program at Pacific Collegiate School encompasses the visual arts, theater arts, music, and dance. Visual arts instruction is offered in a structured sequence of course work that provides experience with the materials and methods of art in both two- and three-dimensional media. Visual arts courses are based around the completion of an exhibition portfolio. This instruction emphasizes the development of perceptual awareness, the acquisition of a visual and verbal vocabulary related to art, approaches to creative problem solving, and the acquisition and practice of skills leading beyond competency to excellence in a wide variety of expressive media.

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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.

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

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

Concurrent Enrollment and Opportunities for Independent Study

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The educational marketplace naturally contains many opportunities for students to learn subjects and skills that are not available in our small school environment. To supplement the core required curricular offerings at PCS, high-school students may seek concurrent enrollment at Cabrillo, UCSC, and other postsecondary institutions. Focus projects and Capstone Courses are options for 11th and 12th grade students who want to explore a topic in-depth with the mentorship of a PCS teacher and/or an outside sponsor with prior agreement by PCS administration. These are used to supplement, rather than replace, courses offered at PCS. All independent study coursework will meet the legal requirements of Education Code Section 51745, et seq.

Student Attendance

Pacific Collegiate School shall meet or exceed the legally required annual instructional minutes minimum, pursuant to Education Code Section 47612.5(a) and number of school days pursuant to Title 5, California Code of Regulations Section 11960. Students are expected to attend school daily. Absences or tardies must be documented with a valid excuse. (See Instructional Minutes in **Appendix D**, and the Academic Calendar in **Appendix E**).

Plan for Serving Academically Low-Achieving and Socioeconomically Disadvantaged Students

Evaluation of Need

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1.	Academic support begins prior to enrollment for students entering PCS in grades 6-12.		
	Shortly after students are admitted, they are offered an opportunity to take a math		
	placement test. The results of the math test give teachers information for placement and to		Deleted: in Pre-Algebra, Algebra I or Algebra II
	identify Jearning needs and potential interventions to support success. English Language		Deleted: student
	Arts teachers give local diagnostic assessments to identify student learning needs and		Deleted: student
	potential interventions at the beginning of each school year,		Deleted:
2.	PCS staff also review students' cumulative files containing standardized test data, and any		Detectu.
	past history of academic intervention,		Deleted:
3.	PCS <u>currently</u> offers an introductory Base Camp for incoming 7th grade students. This		
	three-day program is designed to orient students to PCS coursework and expectations,		
	while simultaneously providing an opportunity for community building. New students are		
	connected to small groups, peer mentors, and supportive staff prior to coming to PCS. A		
	similar orientation opportunity is provided for new students in grades 8-12. <u>Incoming 6th</u>		
	grade students will have the opportunity to participate in a Base Camp experience specific		
	to their needs and grade level, allowing for a strong orientation and culture-building		
	experience.		
4.	Students are also identified as requiring support throughout the year via teacher		
	observations, as well as during parent/teacher meetings. Grade level team meetings are		
	held monthly to discuss student progress, collaborate on intervention strategies, and to		
	request further support where needed. If a student is observed to be struggling (by either a		
	teacher or parent), the student is recommended for Student Success Team (SST) meetings		Deleted: meeting
	and interventions and supports are considered for implementation. 6th grade teachers will		
	also have regular opportunities to collaborate with colleagues and recommend students for		
	SST, and to access interventions and services needed to support the success of each student.		
	551, and to access merventions and services needed to support the success of each student.		
Ctudo	nt Cunnart Carriaga		
Stude	nt Support Services		(=
D.C.C.			Deleted: All
	udents are offered an integrated system of support services, including, but not limited to the		Deleted: that currently includes (through is
Iollow	ing components:	********	(Deleted:)
•	There is a 40-minute tutorial period two days a week <u>during</u> which students in grades 7-12		Deleted: in
	can work with teachers and peers on any subject they choose.		
•	The "Get It Done" seminar enrichment period on Tuesdays is assigned and provides		
	academic / organizational support for specific students when necessary for students in		Deleted: .
	<u>grades 7-12.</u> Other seminar topics offer support in social / emotional skills.		
•	The AVID program will be incorporated into the 6th grade Foundations class and into 7th		
	grade Study Skills and Technology class to provide skills development and academic		
	tutoring during the school day as part of a firm foundation for our youngest learners.		
•	Peer Tutoring is offered during tutorial, after school or other times arranged by students.		
	Peer tutoring will be available to students in the proposed 6th grade, as well as students in		

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additional times (for grades 6-12).

grades 7-12.

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Teachers are available for support during tutorial (for grades 7-12), after school and at

A library is designated for supervised quiet study during students' free time and is available from the beginning of the school day until 4:30 p.m. Free tutoring support is offered for all students during after school library hours. Both will be available for all 6th grade students.

- Teachers meet regularly in grade level teams on student case management in order to quickly identify students in need of assistance, based on grades, test scores, attendance, social/emotional, and/or other issues (e.g., behavior, environment, etc.)
- Student Support Team ("SST") meets weekly to review information on students of concern
 and to organize support for students where appropriate, often leading to involvement of
 parents. Collaboration with other agencies in the community is sought when appropriate
 and necessary in order to support the student at school. This support will also be available
 to students in the proposed 6th grade.
- When disability is suspected, students are referred for special education evaluation, in coordination with school psychologist and North Santa Cruz Special Education Local Plan Area ("SELPA"). This applies to all PCS students, including those in the proposed 6th grade.

See Appendix F for more information on Student Support Systems and a flow chart,

Reporting and Monitoring

Pacific Collegiate School encourages teachers and parents to communicate freely and regularly regarding their student's academic experience. A student's early struggles are often noted first in an informal email from teacher to parent (or the reverse). When a potentially negative pattern begins to appear – for example, a declining grade curve or a marking period grade of 'C' – a teacher will communicate academic concerns with the Grade Level team and Academic Support Specialist. This generates further communication to the student's parents, reinforcing the early intervention that can help ensure that a student "will develop the necessary skills to succeed at PCS." Recommendations for support services such as peer tutoring or an assigned tutorial may be made, based on (1) low test grades, (2) difficulty in completing assignments on time, (3) struggling with academic content, particularly prerequisite knowledge, (4) other areas of concern.

This pattern of home-school partnership and communication is central to the PCS approach, as we have found improvement is more likely when the key adults in a student's life are united in the messages and support with which the student is provided.

If, despite proactive efforts on the part of the student, the teacher, and the parents, the pattern of low achievement persists, the Student Support Team may recommend a Student Study Team Review. Such a review would consider and investigate academic, emotional, behavioral, and attendance concerns, as well as any record of intervention strategies that were attempted (and the resultant outcomes). Optimally, the result of such a study would be a more effective course of action and intervention that is embraced by all parties and pursued by mutual agreement. On occasion, however, the study could also lead to a Referral for Individual Assessment (North Santa Cruz Special Education Local Plan Area), with the possibility that the student could, if so assessed, benefit from Pacific Collegiate School's Special Education program.

In summary, Pacific Collegiate School's response to academically under-performing students is one of steady attention and regular escalation of response, as needed. As our belief is that all students can succeed with adequate support, our efforts throughout the process aim to determine just what the proper level of support may be to ensure student success. This pattern of early

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

Social Promotion and Accountability

Social promotion, which is defined as pushing forward a pupil who is already failing because it would be embarrassing to repeat a year, is widely recognized to be a public policy failure which does not serve the student, the other pupils, or society as a whole. Pacific Collegiate School maintains academic accountability for all, and students who fail required classes must repeat them.

Every reasonable effort will be made to identify and assist struggling students before they have to repeat a course or grade. This includes the use of a variety of academic and behavioral supports, as outlined above, as well as those determined necessary by SST. Pacific Collegiate School also works with North Santa Cruz SELPA to provide the accommodations, modifications, and support services determined necessary by students' IEP and 504 plans.

Plan for Serving Academically High-Achieving Students

The PCS curriculum and academic program are, among other objectives, directly meant to support, encourage, and sustain high achievement. As such, specific attention to academically high-achieving students – as an issue to be addressed and of itself – is infrequent. However, while all students at PCS have open access to our Advanced Placement courses, those who are especially high-achieving can access, in addition;

- Advanced classes in each subject
- Articulated enrollment with Cabrillo, UCSC, and other post-secondary instruction.
- A full range of academically enriching clubs and activities.
- The opportunity for independent work/research and/or graded Focus Projects or Capstone Projects with a faculty advisor.

Grade level teams may also discuss the acceleration or enrichment needs of high-achieving students, and develop individualized plans to support their academic needs.

Plan for Serving English Learners

Pacific Collegiate School meets all applicable legal requirements for English Learners (EL) including long-term English Learners or English Learners at risk of becoming long-term English Learners, as pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Pacific Collegiate School maintains and implements policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents, which are available upon request. PCS currently employs an EL Coordinator/EL Instructional Assistant to specifically support the academic and language development needs of English Learners. PCS recognizes that quality EL supports involve both designated and integrated

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needs of English Learners at PCS.

ELD instruction with core content areas. In 2020-2021, PCS will be adding an English Language Development Teacher to provide explicit ELD instruction above and beyond that which is already provided during grade-level English Language Arts instruction as well as to provide consultative support to the 6th grade teachers regarding integrated ELD instruction and support. The role of the ELD Teacher will be expanded to include designated ELD instruction, consultation with 6th grade teachers on integrated ELD across the 6th grade curriculum, and coordination with EL Coordinator/EL Instructional Assistant to provide targeted support to English Learners. Home Language Survey	
Pacific Collegiate School administers the appropriate home language survey upon a student's initial enrollment into Pacific Collegiate School (on enrollment forms)	Deleted:).
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	Deleted:
Standards. The ELPAC consists of two separate assessments:	Deleted:
• 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.	Deleted: d
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.	Deleted: 4
Both the ELPAC SA and IA are administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. Testing times will very depending upon the grade level, domain, and individual student. Both the	Deleted: paper-pencil assessments Deleted:
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. Pacific Collegiate School – Charter Renewal Page 45 of 301	

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Pacific Collegiate School notifies all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results. The ELPAC shall be used to fulfill the State and Federal requirements for annual English proficiency testing.

Services

Individual Learning Plans (ILPs) are written and implemented as necessary to support English Learners. Our goal is for students to ultimately test out of ELD and to engage the PCS academic program in an all-English classroom environment.

Services for English Learners include:

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

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

 Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC

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- 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 <u>PCS</u>-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.

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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.	Deleted:
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.	Deleted:
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.	Deleted:
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.	Deleted:
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.	
Y	Deleted: The Charter School
<u>PCS</u> will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs.	
Identification Procedures/ Placement/Services	
Once a referral for possible Special Education services is made to the Head of School and/or the Special Education Coordinator, prescribed timelines, policies and procedures are followed in	
moving through the 60-day process from referral to assessment to the initial IEP meeting. In the initial stages, a Comprehensive Assessment Battery is developed by the IEP Team based on the	Deleted: Deleted: of
concerns expressed within the referral and administered after the parent gives written consent. An	
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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 implementation, 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.	Deleted:
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.	Deleted:
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.	Deleted:
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.	Deleted:
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.	Deleted:
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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.

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IED D I		
IEP Development		
Pacific Collegiate School understands that the decisions regarding eligible program, services, placement, and exit from special education shall be the team, pursuant to the IEP process. Programs, services and placements sheligible Pacific Collegiate School students in accordance with the pol requirements of the SELPA and State and Federal law.	the decision of the IEP all be provided to all	
IEP Implementation		
Pacific Collegiate School is responsible for all school site implementation this responsibility, Pacific Collegiate School provides parents with timely reprogress as provided in the student's IEP at least as frequently as report car Pacific Collegiate School's non-special education students. Pacific Colleg provide all home-school coordination and information exchange. Pacific Collegiates be responsible for providing all curriculum, classroom materials, classification and assistive technology.	eports on the student's ds are provided for the ciate School shall also collegiate School shall	Deleted:
Interim and Initial Placements of New Charter School Students		
Pacific Collegiate School shall comply with Education Code Section 56325 transferring into Pacific Collegiate School within the academic school year Education Code Section 56325(a)(1), for students who enroll in Pacific Canother school district within the State, but outside of the SELPA with a same academic year, Pacific Collegiate School shall provide the pupil w public education, including services comparable to those described in the IEP, in consultation with the parent, for a period not to exceed thirty (30 Pacific Collegiate School shall adopt the previously approved IEP or sha	ar. In accordance with collegiate School from current IEP within the rith a free appropriate previously approved days, by which time	
implement a new IEP that is consistent with federal and state law,		Deleted:
In accordance with Education Code Section 56325(a)(2), in the case of exceptional needs who has an IEP and transfers into Pacific Collegiate operated program under the same special education local plan area of Pac within the same academic year, Pacific Collegiate School shall continue, wi services comparable to those described in the existing approved IEP, unless Collegiate School agree to develop, adopt, and implement a new IEP that is and state law.	School from a district ific Collegiate School thout delay, to provide the parent and Pacific	(Division of the control of the cont
and state law		Deleted:
For students transferring to Pacific Collegiate School with an IEP from outsit the same academic year, Pacific Collegiate School shall provide the pupil of public education, including services comparable to those described in the properties of the parents, until Pacific Collegiate School conducts a to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the Undetermined to be necessary by Pacific Collegiate School, and develops a new paragraph (1) of subsection (2) of Section 1414 of Title 20 of the Undetermined to be necessary by Pacific Collegiate School, and develops a new paragraph (1) of Section 1414 of Title 20 of the Undetermined to be necessary by Pacific Collegiate School, and develops a new paragraph (1) of Section 1414 of Title 20 of the Undetermined to be necessary by Pacific Collegiate School, and develops a new paragraph (1) of Section 1414 of Title 20 of the Undetermined to be necessary by Pacific Collegiate School, and develops a new paragraph (1) of Section 1414 of Title 20 of the Undetermined to be necessary by Pacific Collegiate School, and develops a new paragraph (1) of Section 1414 of Title 20 of the Undetermined to be necessary by Pacific Collegiate School, and develops and the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Undetermined to the Section 1414 of Title 20 of the Unde	with a free appropriate eviously approved IEP n assessment pursuant United States Code, if	
that is consistent with federal and state law.		Deleted:
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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.	Deleted:
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.	Deleted:
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.	Deleted:
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.	Deleted:
Pacific Collegiate School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.	Deleted:
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,	Deleted:
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A "504 team" will be assembled by the Head of School and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials, including those tailored to assess specific areas of
 educational need, and not merely those which are designed to provide a single general
 intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student
 with impaired sensory, manual or speaking skills, the test results accurately reflect the
 student's aptitude or achievement level, or whatever factor the test purports to measure,
 rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether or not the student will be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with notice of the procedural safeguards available to them. If the 504 team obtains information during the evaluation indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what accommodations or services, if any, are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Pacific Collegiate School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she reviews the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least

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once per year to determine the appropriateness of the Plan, needed modifications continued eligibility.	to the plan, and	
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Element B: Measurable Pupil Outcomes

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(c)(5)(B).

Pacific Collegiate School's schoolwide and student outcomes, as described below, are aligned with the mission, curriculum, and assessment design of the school. The Pacific Collegiate School educational program is designed to help all students achieve a high level of academic success and be prepared for entry into the finest colleges and universities. Students must demonstrate core academic and lifelong learning skills, which have been developed to align with the state standards.

Pacific Collegiate School has clearly defined schoolwide and student outcome goals in compliance with Education Code sections $47605(\mathfrak{L})(5)(B)$ 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.

Pursuant to Education Code Section 47605(c)(5)(B), following is a table describing the Charter School's outcomes that align with the state priorities and the Charter School's goals and actions to achieve the state priorities, as identified in Element 1 of the charter.

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.

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))

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	Subpriority A – Teachers	
Goal to Achieve Subpriority	100% of teachers will hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. PCS may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. PCS shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.	Deleted: 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 an opportunity to participate in release days to support ongoing learning. Teachers assigned for the 6th grade program will hold valid and appropriate CTC teaching credentials.	 Deleted:
Measurable Outcome	100% of teachers will be credentialed or in progress of finishing credential programs. Faculty Dean and Senior Business Administrator will maintain ongoing records of credential status and update annually.	
Baseline Performance Level	During the 2018-2019 school year, 95% of teachers held valid CA Teaching Credentials (intern, preliminary or clear).	 Deleted:
Methods of Measurement	Initial and Annual verification of credentials as reported by CTC.	
	Subpriority B – Instructional Materials	
Goal to Achieve Subpriority	100% of students in grades 6-12, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses in high school.	 Deleted: .

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Actions to Achieve Goal	All instructional materials purchased will be aligned to <u>CCSS</u> and aligned with our charter, Continue to provide all students <u>with</u> access to AP courses and curriculum. Instructional materials selected and purchased for the proposed 6th grade will align to CCSS and our charter in all subject areas. All students will have equitable access to curriculum and instructional materials.	-(-(\ (Deleted: CA Common Core State Standards Deleted: petition Deleted: to Deleted:
Measurable Outcome	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition.		
Baseline Performance Level	Over the past five years, 100% of pupils have had access to standards- aligned materials.		
Methods of Measurement	Department Chairs and teachers review all instructional materials before purchase pursuant to E.C. § 60119.		
	Subpriority C – Facilities		
Goal to Achieve Subpriority	Maintain school facilities in good repair to ensure the safety of all students. Maintain a facilities inspection rating of over 90%	 (Deleted:
Actions to Achieve Goal	Daily general cleaning by custodial staff and partnership with Parent Volunteer Association to conduct monthly campus beautification/workdays. Monthly and annual reviews of various facility requirements. Meet all school safety standards and perform annually required drills and safety inspections.	 (Deleted: work days Deleted:
Measurable Outcome	90% or higher score on Facility Inspection, conducted annually.		
Baseline Performance Level	2020 Facility Inspection score of 96.47%. All items noted for required correction have been corrected.	 <u> </u>	Deleted: 2016 Deleted: 90
Methods of Measurement	Facility Inspection as reported in SARC.		

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State Priority #2— Implementation of Common Core State Standards Deleted: Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency, Deleted: ¶ Subpriority A - CCSS Implementation Goal to All teachers of core classes will align curriculum to the CCSS. Achieve Subpriority Actions to Release/extra time will be provided to departments to develop and align Achieve Goal curriculum and attend training related to CCSS. 6th grade teachers will be assigned 6-9 months in advance of implementation in order to allow ample time for training, planning, material selection, and curriculum development. Measurable Curriculum in core classes, including in the proposed 6th grade, will be Outcome aligned to CCSS. Deleted: Baseline Since 2013, PCS departments have aligned curricula to the CCSS. The Performance Science Department recently (2019-2020) aligned the PCS course sequence Deleted: is currently (2018-Level and curriculum to Next Generation Science Standards. Deleted:) in process of aligning Deleted: (NGSS). Curricula for the proposed 6th grade will be developed in alignment with CCSS in all curricular areas. Methods of Departments have created documents demonstrating CCSS curriculum Measurement alignment. Curriculum outlines and documents will reflect 6th grade alignment with CCSS in all curricular areas. Subpriority B – EL Students & Academic Content Knowledge, Deleted: Goal to Annually, 100% of EL students will gain academic content knowledge Achieve through the implementation of the CCSS, as demonstrated by progress in Deleted: CCSS Subpriority local assessments.

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		ı	
Actions to	L students in grades 6-12 will participate in CCSS aligned coursework with	***************************************	Deleted: EL
Achieve Goal	grade-level peers, as well as integrated and designated English Language		Deleted: mainstream
	Development in alignment with California ELA/ELD Framework, and		Deleted: Literacy instruction;
	additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).		Deleted: ELL
	mistructional Assistant, and Academic Support Specialist).		
Measurable	Annually, 100% of EL students will gain academic content knowledge		
Outcome	through the implementation of the CCSS as demonstrated by progress in		Deleted: .
	local assessments.	**********	
Baseline	Baseline data to be collected during the 2019-20 school year for grades 7-	************	Deleted:
Performance	12, and during the initial implementation year for grade 6, if this request for		
Level	material revision is approved.		
Methods of	EL performance on CAASPP, CAST, ELPAC, teacher assessment		
Measurement	(including semester grades), as appropriate to each grade level (6-12).		
1vicusur cinicin	(meriding semester grades), as appropriate to each grade lever (o 12).		
	Subpriority C – EL Students & English Language Proficiency		Deleted: EL
Goal to	100% EL students will increase their English proficiency and ability to		Deleted: of
Achieve	access and successfully complete CCSS aligned coursework each academic		Deleted: gain
Subpriority	<u>year</u> .	7 /	Deleted: Language
A			Deleted: . 100% of Reclassified Fluent English Proficient
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction and other CCSS aligned coursework with grade-level peers, as well as	1	students will receive ongoing
Acilieve Goal	integrated and designated English Language Development in alignment		Deleted: support to ensure academic success for at least four years after reclassification
	with California ELA/ELD Framework, and additional support will be	1	Deleted: receive additional targeted language
	provided by designated staff (ELD Teacher, EL Instructional Assistant, and	***************************************	Deleted: until they achieve fluency.
	Academic Support Specialist).		
44			
Measurable	100% EL students will advance at least one performance level per the ELPAC each academic year. In addition, EL students will demonstrate	***************************************	Deleted: reach English
Outcome	progress in the use of academic language in all content areas, as measured		Deleted: proficiency within four years of initial
	by local assessments.	<	classification
			Deleted: English learner through the implementation of the
Baseline	In 2018-2019, there were no EL students at PCS; all 6 students assessed		CCSS and additional targeted instruction in vocabulary, writing and reading
Performance	were designated Initial Fluent English Proficient (IFEP) In 2019-2020, PCS		Deleted:
Level	has 3 EL students in grade 7.	***************************************	Deleted:
	=		
	PCS will continue to use ELPAC assessment to identify and monitor the		
	progress of EL students in grades 6-12.		
	1		

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Methods of Measurement	Obi Wan Kennobi	Deleted: ¶ Student performance on ELPAC Assessment and CAASPP.
State Priority #	3— Parental Involvement	
seek parent inpi School will pron	ement and family engagement, including efforts the Charter School makes to at in making decisions for the Charter School, and including how the Charter mote parental participation in programs for unduplicated pupils and exceptional needs.	
	Subpriority A – Achieving/Maintaining Parental Involvement	
Goal to Achieve Subpriority	Maintain parent representation on the <u>PCS</u> Board, committees and working groups, including representation of parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.	Deleted: Charter School Governing
Actions to Achieve Goal	The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong and continuing track record of parent representation, and a commitment to diversity.	Deleted: .
	School will recruit parent/guardian representation through <u>various modes</u> <u>of bilingual</u> school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.	
Measurable Outcome	Annually, the Governing Board will have, at minimum, two parent members.	
Baseline Performance Level	Historically, at least two parents have always served as Parent Members on the Governing Board.	
Methods of Measurement	Governing Board <u>and committee</u> meeting agendas, <u>sign-in sheets</u> , <u>or participation records</u> .	Deleted: .
	Subpriority B – Promoting Parent Participation	
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Goal to Achieve Subpriority	Increase parental volunteerism, attendance at parent and community events, and <u>parent</u> input to school. <u>Membership in PCS committees, and participation in PCS parent meetings and events will reflect the diversity of <u>our school community.</u></u>	Deleted: provide
Actions to Achieve Goal	Parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and Grade Level events, monthly campus workdays, annual welcome back BBQ, parent volunteer hours. PCS will schedule meetings, and provide childcare and translation services during meetings and events whenever practicable, in order to support the participation and engagement of all PCS families.	Deleted: work days Deleted: tracking of Deleted:
Measurable Outcome	75% of families reporting volunteer hours, 60% of parents completing annual survey.	
Baseline Performance Level	During the 2018-2019 school year, 64% of families reported volunteer hours. A total of 5,256 hours were officially logged, ■	Deleted:
Methods of Measurement	Membership Toolkit software tracking parent volunteer hours, parent survey results, attendance at parent education and grade level events, and PVA and other committee meeting attendance/minutes.	
Subpriority C –	Promoting Parent Participation for Unduplicated Students and Students with Exceptional Needs	
Goal to Achieve Subpriority	Increased participation in parent education and community events by the families of unduplicated students, English Learners, and students with special needs. Parent input on school-specific programs for these students.	
Actions to Achieve Goal	Mentoring program pairing new FTC families with experienced PCS FTC families, FTC parent education programs (e.g. College and Financial Aid Information geared toward FTC families), targeted surveys and focus group input opportunities for families of students with special needs, 504 Plans, English Learners, and other unduplicated students.	

Measurable Outcome	50% families participating in parent education opportunities and events, 75% of families reporting volunteer hours, 60% of parents completing annual survey.	
Baseline	During the 2019-2020 school year, 12 families participated in FTC mentoring program.	
Performance Level	Additional baseline data will be established during 2019-2020 school year, including results of surveys completed by parents/guardians of unduplicated students and students with exceptional needs.	
Methods of Measurement	Membership Toolkit software tracking parent volunteer hours, parent survey results, attendance at parent education and grade level events, and PVA and other committee meeting attendance/minutes.	
Pupil achieveme California Percentag entrance r Percentag measured EL reclass Percentag Percentag to the Ear	A—Student Achievement Int, as measured by all of the following, as applicable: Assessment of Student Performance and Progress statewide assessment e of pupils who have successfully completed courses that satisfy UC/CSU equirements, or career technical education e of ELs who make progress toward English language proficiency as by the English Language Proficiency Assessments for California sification rate e of pupils who have passed an AP exam with a score of 3 or higher e of pupils who participate in and demonstrate college preparedness pursuant ly Assessment Program (E.C. §99300 et seq.) or any subsequent assessment preparedness	
	Subpriority A – CAASPP: ELA/Literacy and Mathematics	
Goal to Achieve Subpriority	75% of students at every applicable grade level. (6-12), including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to the general PCS student population.	Deleted: ,

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Actions to Achieve Goal	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum, in all grades (6-12). Appropriate and meaningful use of instructional technology to enhance student learning. Focused FTC
	and EL academic support including tutoring, parent education, peer-to-peer network, academic support team.
Measurable Outcome	Annually, have at least 95% of students participate in the CAASPP statewide assessments; at least 75% of students at every applicable grade level. (6-8 and 11), including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics.
Baseline Performance Level	In 2019, 88.79% of students in applicable grades, scored proficient or higher on the CAASPP for English Language Arts, 76.84% of students in applicable grades, scored proficient or higher on the CAASPP for Mathematics.
Methods of Measurement	Annual results of CAASPP.
	Subpriority B – UC/CSU Course Requirements
Goal to Achieve Subpriority	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.
Actions to Achieve Goal	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan coursework.
Measurable Outcome	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU A-G requirements.
Baseline Performance Level	In 2019, 100% of PCS graduates satisfied the UC/CSU A-G course requirements.

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Methods of Measurement	Analysis of transcripts of PCS graduates.		
	Subpriority C – EL Proficiency Rates		
Goal to Achieve Subpriority	100% EL students will advance at least one performance level per the ELPAC each academic year. In addition, EL students will demonstrate progress in the use of academic language in all content areas, as measured by local assessments.		
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction with grade- level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, ELL Instructional Assistant, and Academic Support Specialist).		Deleted: EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.
Measurable Outcome	100% of EL students will advance at least one performance level per the ELPAC each academic year.		
Baseline Performance Level	In 2018-19, 6 students were assessed on the Summative ELPAC; all students scored in the JFEP performance level. No further assessment was necessary for these students.		Deleted: Deleted: Initial Fluent English Proficient (Deleted:)
	In Fall 2019, 3 students were assessed on Initial ELPAC; all students scored in the IFEP performance level. Summative ELPAC assessments will be conducted in Spring 2020 for the 3 students who entered PCS as ELs in Fall 2019.		Deleted:
Methods of Measurement	ELPAC Score Reports; EL Reclassification documentation maintained by <u>EL</u> Coordinator/ <u>ELD Teacher/</u> EL Instructional Assistant.	***************************************	Deleted: ELPAC
	Subpriority D – EL Reclassification Rates		
Goal to Achieve Subpriority	EL students will be reclassified at or above California reclassification rates, as determined by: (1) overall performance level of 4 on ELPAC, (2) local criteria: performance within same range of proficiency as their English speaking peers on CAASPP or other standardized assessment (3) teacher		Deleted: Fluent English Proficient and perform at grade Deleted: the Deleted: statewide

Actions to Achieve Goal	evaluation based on content mastery and , student use of academic language, (4) parent input. 100% of EL students at all grade levels (6-12) will participate in ELA/Literacy instruction with grade-level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).	Deleted: 100% EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.
Measurable Outcome	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.	
Baseline	During 2018-19, PCS had QEL students.	 Deleted:
Performance Level		 Deleted:
Level	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	 Deleted:
	students will be given the Summative ELPAC in spring 2020 to assess their progress toward reclassification.	 Deleted: .
Methods of Measurement	Analysis and review of ELPAC results, and CAASPP statewide assessment scores.	
	Subpriority E – AP Exam Passage Rate	 Deleted:
Goal to Achieve Subpriority	75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.	 Deleted:
Actions to Achieve Goal	PCS will provide well qualified teachers for all AP Classes and will provide support and training opportunities for these teachers, including best practices for supporting diverse students' needs.	
Measurable Outcome	Annually, 75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.	

Baseline Performance Level	In 2019, 83.9% of AP Exams taken by PCS students earned a score of 3, 4, or 5. Since 2015, an average of 82.4% of AP Exams taken by PCS students earned a score of 3, 4, or 5.
Methods of Measurement	Annual analysis of AP Results by administration and AP teachers.
	Subpriority F – College Readiness
Goal to Achieve Subpriority	100% of PCS graduates will satisfy the UC/CSU course requirements, including first-to-college, Hispanic/Latino, and all other subgroups. 90% of all students, including first-to-college, Hispanic/Latino, and all other subgroups, will participate in PSAT/SAT/ACT preparation courses free of charge. All students, including first-to-college, Hispanic/Latino, and all other subgroups, will have the opportunity to participate in college-preparatory research (e.g. Ethics and Evil, Current Issues, Capstone Projects).
Actions to Achieve Goal	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. School will subsidize the cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.
Measurable Outcome	PCS graduation requirements will meet or exceed UC/CSU requirements in all categories.
Baseline Performance Level	In 2019, 100% of PCS graduates satisfied the UC/CSU course requirements, including those representing first-to-college, Hispanic/Latino, and all other subgroups.
Methods of Measurement	Analysis of PCS graduate transcripts.

State Priority #5— Student Engagement Pupil engagement, as measured by all of the following, as applicable: Deleted: School attendance rates Chronic absenteeism rates Middle school dropout rates (EC §52052.1(a)(3)) High school dropout rates High school graduation rates Subpriority A – Student Attendance Rates Goal to PCS will maintain a 95% ADA rate for students at all grade levels (6-12), Deleted: both junior high and high school including first-to-college, Hispanic/Latino, and all other subgroups. Achieve Deleted: , Subpriority Actions to Increase monitoring and communication with parents of chronically absent Achieve Goal students to decrease truancy. Measurable Annual Average Daily Attendance will be at least 95%. Outcome Baseline During the 2018-2019 school year, 7-8 grade ADA was 96.83% and High Deleted: Junior High School was 96.38%. During the 2017-2018 school year, 7-8 grade ADA Performance Deleted: Junior High Level was 96.82% and High School was 95.88%. A baseline for grade 6 will be determined during initial implementation of proposed 6th grade. Methods of Monthly Cumulative ADA reports to the Board, and required state reports Deleted: Measurement Subpriority B – Student Absenteeism Rates Goal to Students in all grades (6-12) will not have more than 10 absences in any Achieve school year. Subpriority Actions to Parents will be informed of chronic absences as specified in the PCS Achieve Goal Attendance Policy. The Vice Principal will meet with parents of chronically absent students.

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Measurable Outcome Fewer than 10% of students will have more than 10 absences in any school year. Baseline Performance In the 2018-19 school year, 12.24% of students had more than 10 absences.	
Level	
Measurement Monthly attendance reports from the student information system.	
Subpriority C – Middle School Dropout Rates. Deleted:	
Goal to Achieve Subpriority PCS will promote 95% of 6th, 7th, and 8th grade students.	
Actions to Achieve Goal PCS will offer an academically engaging learning environment and academic support for all its students.	
Measurable Outcome 95% of 6th, 7th, and 8th grade students will be eligible to advance to the next grade level.	
Baseline Performance Level In 2018-2019, more than 95% of 7th and 8th grade students earned grades that were sufficient to advance them to the next grade level.	
A baseline for 6th grade will be established during the initial year of implementation.	
Methods of Measurement Student grades as verified by our student information system.	
Subpriority D – High School Dropout Rates. Deleted:	
Goal to Achieve Subpriority PCS will promote 95% of 9th-11th grade students.	

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Actions to Achieve Goal	PCS will offer an academically engaging learning environment and academic support for all its students.	Deleted:	\supset
Measurable Outcome	95% of 10th-11th grade students will be eligible to advance to the next grade level.	Deleted:	\supset
Baseline Performance Level	Jn 2018-2019, more than 95% of 9th-11th grade students earned grades that were sufficient to advance them to the next grade level.	Deleted:	\supset
Methods of Measurement	Student grades as verified by our student information system.		
	Subpriority E – High School Graduation Rates	Deleted:	\supset
Goal to Achieve Subpriority	At least 95% of PCS 12th grade students will graduate.		
Actions to Achieve Goal	PCS will offer academic support and guidance for students at all grade levels.		
Measurable Outcome	Annually, at least 95% of PCS 12th grade students will graduate.		
Baseline Performance Level	In 2019, more than 78% of PCS 12th grade students graduated (due, in part, to students with IEPs electing to take an additional year to complete graduation requirements). In 2018, more than 95% of PCS 12th grade students graduated.	Deleted:	\supset
Methods of Measurement	12th grade enrollment as verified by our SIS and CALPADS and transcript analysis of 12th grade students.		

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State Priority #6— School Climate

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

- Pupil suspension rates
- Pupil expulsion rates
- Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

Subpriority A – Pupil Suspension Rates				
Goal to Achieve Subpriority	PCS will maintain an annual suspension rate of less than 2% for students in all grades (6-12).			
Actions to Achieve Goal	PCS will maintain clear behavior guidelines and promote a culture of respect.			
Measurable Outcome	Annually, 2% or fewer of all enrolled students will be suspended.			
Baseline Performance Level	In reviewing historical data, PCS has maintained a suspension rate of less than 2%.			
Methods of Measurement	SARC, CALPADS and California Dashboard reports.			
	Subpriority B – Pupil Expulsion Rates			
Goal to Achieve Subpriority	PCS will maintain an annual expulsion rate of less than 1%			
Actions to Achieve Goal	PCS will maintain clear behavior guidelines and promote a culture of respect.			
Measurable Outcome	Annually, 1% or fewer enrolled students will be expelled.			

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Baseline Performance Level	In reviewing historical data, PCS has maintained an expulsion rate of less than 1%.
Methods of Measurement	SARC, CALPADS and California Dashboard reports.
Subpriority	C – Other School Safety and School Connectedness Measures (Surveys)
Goal to Achieve Subpriority	PCS students and staff will adhere to the school safety plan.
Actions to Achieve Goal	Students and staff (certificated and classified) will participate in Earthquake, Fire and Lockdown drills twice annually. CPR training will be available annually to all certificated staff. PCS students will be engaged in opportunities to learn about positive behavior and school climate.
Measurable Outcome	100% of certificated staff will be CPR certified. Students and staff will participate in 1 code red, 4 fire, 2 earthquake, 2 lockdown, and 1 shelter in place drills annually.
Baseline Performance Level	During 2018-2019 100% of certificated staff was CPR certified. The school held fire, earthquake and lockdown drills, as required.
Methods of Measurement	CPR certifications and annual calendar of drills.
Goal to Achieve Subpriority	90% of students eligible to use the Free and Reduced-Price Meal program will participate.
Actions to Achieve Goal	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll,
Measurable Outcome	90% of FRPM eligible students will participate in FRPM program, as documented by FRPM applications and school lunch records.

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Baseline Performance Level	In 2018-2019 80% of students eligible to use FRPM program participated.	Deleted:
Methods of Measurement	FRPM applications and school meal program records,	Deleted:
State Priority #	7— Course Access	
The extent to whi	ich pupils have access to, and are enrolled in, a broad course of study, ums and services developed and provided to unduplicated students (classified	
	igible, or foster youth; E.C. §42238.02) and students with exceptional needs	Deleted:
The second secon	f study" includes the following, as applicable:	Deleted: ✓
	lish, mathematics, social sciences, science, visual and performing arts, education, and other as prescribed by the governing board. (E.C. §51210),	Deleted: d
<u>Grades 7-12</u> : En	glish, social sciences, world language(s), physical education, science, ual and performing arts, applied arts, and career technical education. (E.C.	
Goal to Achieve	PCS students, including all subgroups, unduplicated students, and students with exceptional needs, will have access to the academic program as	
Subpriority	outlined in the PCS charter	Deleted:
Actions to	All academic content areas will be available to all students, including	
Achieve Goal	student subgroups, at all grade levels,	Deleted:
Measurable Outcome	100% of students, including all subgroups, unduplicated students and students with exceptional needs, will have access to all core and non-core subject content areas offered at PCS.	
Baseline Performance Level	During 2018-19, 100% of students, including all subgroups, unduplicated students and students with exceptional needs, enrolled in the academic program as outlined in the PCS charter.	
Methods of Measurement	Annual analysis of the number of students enrolled in each subject.	

Goal to Achieve Subpriority	Students will receive instruction and opportunities to build technology skills in designated courses and across the curriculum. All students will have access to technology and devices to support optimal learning conditions.	Deleted:
Actions to Achieve Goal	The program/curriculum for the proposed 6th grade will provide all students access to high-quality instruction aligned to CCSS. 6th grade students will have access to sufficient technology and devices to support optimal learning conditions.	
	All 7th grade students will be enrolled in a technological literacy course (Study Skills and Technology).	Deleted: School
	PCS will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain an adequate number of devices for student use to support technology integration in learning.	Deleted:
Measurable Outcome	100% of students will receive technology instruction and opportunities to build technology skills in designated courses and across the curriculum. All students, including students in all subgroups, will have frequent access to technology and devices to support optimal learning conditions.	
Baseline Performance Level	In 2018-2019, 100% of students will receive technology instruction and opportunities to build technology skills in designated courses and across the curriculum. All students, including students in all subgroups, had regular access to technology and devices to support optimal learning conditions.	
Methods of Measurement	Student transcripts, master schedule, curriculum guides, SSTech enrollment, computer lab and Chromebook usage records.	
State Priority #	8—Other Student Outcomes	
	if available, in the subject areas described above in #7, as applicable.	
	Subpriority A – English	Deleted:

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Goal to Achieve Subpriority	eve students with exceptional needs, will demonstrate grade level proficiency	
Actions to Achieve Goal	All students in grades 6-12 at PCS will participate in a rigorous vertically aligned English curriculum, which will culminate in students taking AP English Language in 11th grade and/or AP English Literature in 12th grade. At each level students will focus on writing, reading, discussion, and vocabulary.	
Measurable Outcome	Annually, 75% of 6th, 7th, 8th, and 11th grade students will score Proficient or higher on the CAASPP statewide test in the area of English Language Arts/Literacy. Annually, 75% of 11th grade students participating will score 3, 4, or 5 on the AP English Language Exam. Annually, 75% of 12th grade students participating will score 3, 4, or 5 on the AP English Literature Exam.	
Baseline	In 2019, 88.79% of students in applicable grades scored proficient or	
Performance Level	higher on the CAASPP in English Language Arts. In 2018, 84.2% of students taking the AP English Language Exam scored 3, 4, or 5.	
Methods of Measurement	Annual CAASPP report, AP results; transcript analysis of PCS students and graduates.	
	Subpriority B – Mathematics	
Goal to Achieve Subpriority	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.	

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Actions to Achieve Goal	All students in grades 6-12 at PCS will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12th grade.	
Measurable Outcome	Annually, 75% of 6th, 7th, 8th, and 11th grade students will score proficient or higher on the CAASPP statewide test in the area of Mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.	
Baseline Performance Level	In 2018, 77.07% of students in applicable grades, scored proficient or higher on the CAASPP for Mathematics. In 2019, 100% of the graduating class met or exceeded the UC/CSU entrance requirements for Mathematics.	
Methods of Measurement		
Subpriority C – Social Sciences		
Goal to Achieve Subpriority All PCS students, including all student subgroups, unduplicated students with exceptional needs, will demonstrate grade level students.		
	All PCS students will complete AP World History and AP US History.	
Actions to Achieve Goal	All PCS students will participate in a curriculum that is global in its approach and grounded in a chronological study of human activities from ancient times to the present. This includes a three-year World History sequence culminating in AP World History.	
	For the proposed 6th grade, this will also include World History and Geography instruction, in alignment with State Standards.	
Measurable Outcome	Annually, 75% of PCS students in grades 6-12 will demonstrate proficiency in History as demonstrated by semester grades. Annually, 75% of AP World History students will score 3, 4, or 5 on the AP World History Exam. Annually, 75% of AP US History students will score 3, 4, or 5 on the AP US History Exam.	

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Baseline Performance Level	In 2018, 78% of AP World History students who took the Exam, scored 3, 4, or 5 on the Exam. In 2018, 79.7% of AP US History students who took the Exam, scored 3, 4, or 5 on the Exam.	
Methods of Measurement		
	Subpriority D – Science	
Goal to Achieve Subpriority	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the appropriate science class.	
	All PCS graduates will have taken Biology, Chemistry and Physics. 75% of 8th and 11th grade students will meet or exceed standards on California Science Test.	
	100% of PCS students will complete at least one AP lab-based course in the Sciences.	
Actions to Achieve Goal	All PCS students will participate in a rigorous NGSS aligned Science curriculum that focuses on hands on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.	
	Specifically, students in the proposed 6th grade will study Earth Science as part of discipline-specific middle school science sequence, including 7th grade Life Science and 8th grade Physical Science.	
Measurable Outcome	Annually, 75% of PCS students will demonstrate proficiency in Science as demonstrated by semester grades. Annually, 75% of PCS 8th and 11th grade students will meet or exceed standards on CAST. Annually, 75% of AP science students taking the Exam will score 3, 4, or 5.	
Baseline Performance Level	In 2018, 92.3% of AP science students who took the Exam scored 3, 4, or 5. This includes 96.8% of AP Biology, 75% of AP Chemistry, 85.7% of AP Physics 1 and 100% of AP Physics 2.	

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Methods of Measurement	Analysis of <u>local assessments and</u> student <u>course</u> grades, CAST and AP results.	
	Subpriority E – Visual and Performing Arts	
Goal to Achieve Subpriority	100% of PCS students will take at least 3 years of Visual and Performing Arts during 9th-12th grade.	Deleted: performing arts
. ,	100% of PCS students will participate in a designated Visual Arts course in 6th grade. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.	
Actions to Achieve Goal	PCS will offer a rich and varied Visual and Performing Arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music.	Deleted: performing arts
	Specifically, students in the proposed 6th grade will participate in a designated Visual Arts course. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.	
Measurable Outcome	100% of PCS students will take at least 3 years of Visual and or Performing arts during 9th-12th grade.	Deleted: performing
	100% of PCS students will participate in a designated Visual Arts course in 6th grade. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.	
Baseline Performance Level	In 2019, 100% of PCS graduates completed at least 3 years of Visual and/or Performing Arts during 9th-12th grade.	Deleted: performing arts
	Baseline performance for the proposed 6th grade will be established during initial implementation year.	
Methods of Measurement	Analysis of transcripts.	
	Subpriority F – World Languages	Deleted: WORLD LANGUAGES

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Goal to Achieve Subpriority	100% of PCS students will take a minimum of 3 years of a single World Language.
Actions to Achieve Goal	PCS will offer four-year programs in at least four languages, with the 4th year being an AP Course.
	The proposed 6th grade curriculum will include introduction to PCS offered World Languages as part of the World Explorers class curriculum (e.g. in 2019-2020, PCS offered French, Latin, Mandarin, and Spanish).
Measurable Outcome	100% of PCS students will take a minimum of 3 years of at least one World Language.
Baseline Performance Level	In 2019, 100% of PCS graduates completed at least 3 years of a single World Language.
Methods of Measurement	Analysis of transcripts.

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Element C: Measuring Pupil Progress

<u>Governing Law</u>: 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 $47605(\mathfrak{E})(5)(C)$.

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 <u>statute</u> or pupil assessments applicable to pupils in non-charter public schools <u>for students in grades 6-12</u>.

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

Progress is also measured by classroom teachers through formative and summative assessments, such as quizzes, essays, projects, performances, portfolios, exhibitions, tests, and exams. Progress is discussed on a regular basis with parents and students. Pacific Collegiate School utilizes a comprehensive database of student progress, discussed below, which is accessible to faculty to monitor and inform instruction.

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

Special education students at all grade levels (6-12) are assessed in accordance with their IEP goals, accommodations and/or modifications.

Please refer to the table in Element B of this charter for a description of the assessments Pacific Collegiate School utilizes in its educational program, which are aligned to California's State Priorities and demonstrate multiple measures for each subject area.

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Assessments that will be used in the proposed 6th grade are also described in Element B. Pacific Collegiate School affirms that its methods for measuring pupil outcomes for the State Priorities, as described in Element B, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605©(5)(C).

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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.

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

The annual School Accountability Report Card (SARC) report is developed and made available to parents and to the public. The annual update to the LCAP will be produced and submitted to the County in accordance with Education Code Sections 47606.5 and 47604.33.

Element D: Governance

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(c)(5)(D).

Non-Profit Public Benefit Corporation

Pacific Collegiate School is a direct-funded independent charter school that is operated as a California non-profit public benefit corporation, with tax-exempt status pursuant to Section 501(c)(3) of Title 26 of the U.S. Code, pursuant to California law, (Appendix G). Pacific Collegiate School operates autonomously from the Santa Cruz County Board of Education and the Santa Cruz County Office of Education (collectively referred to herein as the "County"), with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the County and Pacific Collegiate School. Pursuant to Education Code Section 47604(d), the County shall not be liable for the debts and obligations of Pacific Collegiate School, operated as a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Pacific Collegiate School as long as the County has complied with all oversight responsibilities required by law.

Attached, as **Appendix G**, please find the Pacific Collegiate School Articles of Incorporation, Bylaws, Conflict of Interest Code and the PCS Uniform Complaint Procedures.

Board of Directors

Pacific Collegiate School is governed by a corporate Board of Directors (or "Board") in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. The Pacific Collegiate School Board of Directors is responsible for ensuring the long-term financial stability of the school while advancing the school's mission and vision.

The Board of Directors shall conduct and direct the affairs of-Pacific Collegiate School to fulfill and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, the Bylaws, Pacific Collegiate School policies, and applicable provisions of the Education Code specifically relating to California charter schools. The general and specific powers of the Board are specified in the bylaws. The Board's responsibilities include but are not limited to the following:

- Formulation, modification and adherence to the general policies and <u>Bylaws</u> of the <u>Charter School</u>
- The fiscal management of the Charter School, including approving and monitoring the Charter School's annual budget
- 3. Operation of the Charter School in accordance with the charter and the law
- 4. Determining graduation requirements
- 5. Hiring and evaluation of the Charter School's Head of School; and
- 6. Ensuring the Charter School has a suitable facility in which to operate.

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

The Board of Directors conducts its business through monthly meetings of the full Board, typically on the first Wednesday of each month, as well as through standing and ad hoc committees of the Board. On an annual basis, the Board considers the skill sets and expertise needed to support the Charter School at the Board level. To accomplish this, the Board's Vice President, who per the Bylaws serves as the Chair of the Nominations Committee, is responsible for discussing with the Board the needs assessment and leads an extensive selection process to identify prospective board members. The Board shall have no less than seven (7) and no more than seventeen (17) directors depending on the current and future needs of the Board. In accordance with Education Code Section 47604(c), the County may appoint a representative to sit on the Board of Directors. If the County chooses to do so, the Board of Directors may appoint an additional representative, to ensure the Board is maintained with an odd number of directors. New directors are nominated by the Nominations Committee, and subsequently elected to the Board by the Board of Directors. Procedures for the election and removal of Board directors are specified in the Bylaws.

The Board's standing Executive Committee, made up of the President, Vice President, Treasurer and Secretary, meets as needed to address emergencies and, more regularly, to discuss the ongoing business of the Charter School, such as policy reviews, managing the relationship with the Pacific Collegiate Foundation, and leading the annual Head of School evaluation in accordance with PCS Bylaws.

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

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

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

Pacific Collegiate School and its Board of Directors comply <u>fully</u> 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

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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 <u>annual</u> surveys have shown us that parents who have chosen to send their child to Pacific Collegiate School have already taken steps to become actively involved in their education. Understanding how to further that involvement and make the involvement mutually beneficial to both the school and the parent after their child enrolls is not always easy. While the ultimate goal is to increase student achievement, the school also recognizes the importance of creating a culture of support for faculty and staff while empowering parents to be partners in the education of their children.

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

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

In an effort to provide a wide variety of opportunities for parents to become involved in the educational processes at Pacific Collegiate, the Charter School also established the Parent Volunteer Association. The Parent Volunteer Association (PVA), of which every parent or guardian is a member, works under the direction of the Board Chair of the PVA to manage the parent volunteer activities at the school while organizing community fundraising and social/cultural events. The Parent Volunteer Association continually surveys faculty, staff, students and parents in an effort to create new opportunities for parental engagement, and works closely with the Head of School to define the purpose of parental involvement. Experience has shown us that strong home-school partnerships support student success.

In an effort to better understand how the parent community chooses to engage and support the school with thousands of volunteer hours each year, the Parent Volunteer Association tracks the numbers of parents who volunteer their time at the school, the number and type of activities they choose to become involved in, whether the involvement is sporadic or routine, and the times of the

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school year, parents are more apt to volunteer their time. The Parent Volunteer Association uses this data to help create additional opportunities for engagement throughout the school year. For example, the PVA sponsors several Parent Education and Engagement opportunities each year, under the direction of the Head of School and PVA Parent Education Coordinator. Parents are also encouraged to attend information and learning sessions appropriate to each grade level hosted by Academic Advisors and College Counselor. PVA Grade Parents for each grade level plan and facilitate community building activities for students and families at each grade level. PVA Grade Parents, for the proposed 6th grade, will also be identified and tasked with facilitating ongoing learning and enrichment opportunities specifically designed to meet the needs of the parents and families of 6th grade students. The goal of the Parent Volunteer Association is to create a mutually beneficial atmosphere where the Charter School is meeting or exceeding its mission by effectively organizing and engaging the parent community, while at the same time creating an understanding by the parent volunteer that they have become an integral part of that process.

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

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

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Element E: Employee Qualifications

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

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

Teachers

Teachers at Pacific Collegiate shall be required to hold the appropriate Commission on Teacher Credentialing (CTC) certificate, permit, or other document required for the teacher's certificated assignment in accordance with Education Code Section 47605(l). PCS will also comply with all applicable legal requirements as described under the Elementary and Secondary Education Act and other applicable law, including all certification requirements. A person employed as a teacher in a charter school during the 2019-20 school year would have until July 1, 2025, to obtain that certificate, permit, or other document required for a certificated assignment. Supervision and evaluation of teachers will be conducted by a qualified administrator.

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

Administrators

PCS is fortunate to attract and retain highly experienced administrators from the education and business sectors who lead the Charter School's operations and management functions. All staff and personnel must demonstrate the abilities to carry out the responsibilities of their positions effectively and must conduct themselves at all times in a manner consistent with the highest standards of personal character and professionalism. The administrative team currently includes the following key positions: Head of School, Vice Principal/Dean of Students, Faculty Dean, Special Education Director/Psychologist, and Academic/College Counselor. (See administrative job descriptions, including employment qualifications, for these positions in Appendix H.)

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

Instructional Support Staff

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

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

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

Non-Instructional Support Staff

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

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

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

The PCS College Counselor is responsible for preparing PCS students for college and the college application process, cultivating connections with representatives from colleges and universities, and overseeing all aspects of college preparation, counseling, scholarships, and student awards. In

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addition, the College Counselor is the academic advisor and overall support provider for 11th and 12th grade students, and provides opportunities for parents of students in all grade levels to learn about college planning and financial aid. The PCS College Counselor must hold a Bachelor's degree, with a Master's degree in School Counseling /Psychology preferred.

The Custodian is responsible for the overall maintenance of the PCS facility including cleaning and sanitizing, ordering supplies, maintaining and attending to all work and repair requests, coordinating with outside contractors as needed, and coordinating Saturday Work Days. The PCS Custodian is expected to have at least 2-3 years of experience as a school custodian, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Development Director is responsible for cultivating and procuring resources and grant funding, and meeting fundraising goals to support the mission, vision, and strategic goals of Pacific Collegiate School. This position oversees the Annual Fund Drive, and works with the Senior Accounting and Budget Analyst, the Board of Directors, and Development Committee to ensure the financial health of the Charter School. The PCS Development Director must hold a Bachelor's degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Receptionist/Attendance Specialist is responsible for greeting visitors to PCS, providing front office administrative support, and maintaining accurate records and reports regarding student attendance. This includes overseeing Independent Study records, and all required state reporting of attendance/ADA. This position also assists the Vice Principal/Dean of Students in appropriate communication and intervention regarding truancy and excessive absences. The PCS Receptionist/Attendance Specialist is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Registrar is responsible for the management or all student information systems, updating and processing requests for student transcripts, and reporting of school and student data to the State. The PCS Registrar is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Senior Accounting and Budget Analyst is responsible for all purchasing, accounts payable, accounts receivable, and budgeting for the Charter School. In coordination with the Head of School, Treasurer of the Board of Directors, and the PCS Finance Committee, this position oversees finances for school, club, and Parent Volunteer Association accounts. The Senior Accounting and Budget Analyst is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Senior Business Administrator is responsible for financial, human-resources, payroll and operational duties to assist the Head of School and Senior Accounting and Budget Analyst. The Senior Business Administrator is expected to have at least a Bachelor's Degree, or a combination

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of education and school experience and training that would indicate possession of knowledge, skills, and competencies relevant to this key position.	of the required	
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Element F: Health and Safety

<u>Governing Law</u>: 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 (4), inclusive, of paragraph (2) of subdivision (a) of Section 32282,
- 3. That the school safety plan be reviewed and updated by March 1 of every year by the charter school.

Education Code Section 47605(c)(5)(F).

In order to provide safety for all students and staff, Pacific Collegiate School adopts and implements full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. PCS maintains a comprehensive set of health and safety policies as part of its School's Safety Plan. These policies are reviewed on a regular basis and updated as necessary, and address the areas of emergency actions for fire, earthquake and bomb threat, medical emergencies or injuries, suspected child abuse and mandatory reporting procedures, CPR certification of teachers, administering medications, exclusion of tobacco, drugs and alcohol by students and staff on campus or at school events, seismic safety and earthquake preparedness, natural disasters and emergencies, and the maintenance of adequate property and liability insurance protection by PCS. A complete copy of the School Safety Plan is always available upon request.

The following is a summary of the health and safety policies of Pacific Collegiate School:

Procedures for Background Checks

Employees and contractors of Pacific Collegiate School are required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Head of School of Pacific Collegiate School shall monitor compliance with this policy and report to the Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Head of School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All non-certificated and certificated staff are mandated child abuse reporters and follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all

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employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Immunizations

All enrolled students and staff are required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster as well provide confirmation that the student has had two immunizations of the varicella (Chickenpox) vaccine.

Medication in School

Pacific Collegiate School adheres to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Vision, Hearing, and Scoliosis

Students must be screened for vision, hearing and scoliosis. Pacific Collegiate School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

Diabetes

Pacific Collegiate School provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet includes, but is not limited to, all of the following:

- 1. A description of type 2 diabetes.
- 2. A description of the risk factors and warning signs associated with type 2 diabetes.
- 3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- 4. A description of treatments and prevention methods of type 2 diabetes.
- 5. A description of the different types of diabetes screening tests available.

Suicide Prevention Policy

PCS shall maintain a policy on student suicide prevention in accordance with Education Code

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Section 215. <u>PCS reviews</u>, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, <u>updates</u> its policy.

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Prevention of Human Trafficking

PCS has identified and implemented the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources. PCS incorporates lessons about Human Trafficking in the Health curriculum for grades 7 and 12, and annually distributes information to parents and guardians of students in grades 6 through 12, including human trafficking prevention resources. Age appropriate lessons and resources on this topic will be included in the 6th grade curriculum and distributed to parents.

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Feminine Hygiene Products

<u>PCS stocks</u> at least 50% of its restrooms with feminine hygiene products, and <u>does</u> not charge students for these products, pursuant to Education Code Section 35292.6 (if applicable). <u>Feminine</u> hygiene products are also available to students in the main office, without charge.

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Nutritionally Adequate Free or Reduced Price Meals

PCS provides each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day.

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California Healthy Youth Act

PCS teaches sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

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School Safety Plan

PCS maintains a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the PCS's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

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- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under <u>Education Code</u> 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

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- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the PCS
- a safe and orderly environment conducive to learning
- The rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6.
- procedures for conducting tactical responses to criminal incidents

Emergency Preparedness

<u>PCS adheres</u> to an Emergency Preparedness Handbook/<u>School Safety Plan</u> drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook <u>includes</u>, 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

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race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Pacific Collegiate School maintains a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the school (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Pacific Collegiate School's discrimination and harassment policies. A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

Bullying Prevention

By December 31, 2019, the Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

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Element G: Student Population Balance

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. Education Code Section 47605(c)(5)(G).

Pacific Collegiate School is firmly committed to bringing its student demographics in line with those of its surrounding school districts. Reflecting this commitment, in the recently approved (December 2019) charter renewal petition, the Charter School adjusted its admission lottery preferences to further prioritize those students who would be first in their families to attend college ("FTC") and/or those who are eligible for free and reduced priced meals ("FRPM"). Specifically, PCS increased the percentage of seats prioritized for such students in its 7th grade lottery, from 15% to 30%. Efforts in this regard have already yielded results, with PCS attracting enough applications to offer a full 30% of 7th grade slots to FTC and/or FRPM students for the 2020-21 school year. PCS looks forward to learning from enrollment data as it becomes available in the coming months.

In addition, PCS' 2020-2025 charter also outlined the most ambitious Diversity Plan (**Appendix K**) in the Charter School's 20-year history. It outlined various new strategies, such as recruitment priorities and staff training to diversify PCS students, staff, and teachers. It also outlined new strategies to support a more diverse student body, such as implementing the AVID program on campus, an initiative that is already underway and that PCS expects to implement for the 7th grade in the 2020-2021 school year.

PCS would also like to highlight the significant strides it has taken in terms of diversifying its Board of Directors. Assuming all Board Nominees are voted onto the Board at the June 3, 2020 regular meeting, the Board will be 80% women and 50% people of color, including, 33% Hispanic/Latino and 10% African American.

Despite some important improvements over time, students from underrepresented backgrounds are not applying to PCS at the same rates as they are enrolling at schools in its surrounding districts. This has historically limited the Charter School's ability to achieve a student population balance. In order to address this issue, PCS has extensively researched which factors determine why parents, especially those from underrepresented backgrounds, are attracted to specific schools, and how to help all students thrive once they enroll. Central to PCS' findings is the fact that multiple school transitions are a significant barrier to achieving student population balance because they: (1) deter parents from enrolling their students, especially those from communities of color; and (2) reduce student achievement, especially for African-American and Hispanic/Latinx students, and those from low socio-economic backgrounds. This element describes the most important studies

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that explain these phenomena below, including footnotes to the original sources for further investigation.

<u>Summary of Research Indicating that Adding a 6th Grade is Critical to Achieving Student Population Balance</u>

Parents seeking the right school for their child will consider a wide range of factors. Many of these factors are school-based elements, such as the school's quality, mission, location, instructional program, approach to pedagogy and grade configurations, which can vary widely in charter schools. This is because charter schools are free to choose their teaching approaches, rather than having to follow district curricula requirements, and to offer grade configurations less typical of traditional public schools, which tend to be configured as elementary, middle, and high school. While this flexibility allows charter schools to be uniquely positioned to effectively educate substantial numbers of low-income students and students of color, there are valid reasons to be concerned that charter schools that employ grade configurations that are different than those in nearby public schools could have significant adverse effects¹.

Nearly all students change schools at some point during their school years, most typically when they are promoted to a higher grade span. Specifically, students may change schools as they are promoted from elementary to middle school and again from middle to high school. While a large body of research² suggests that the academic achievement of students is affected by a set of interrelated factors that includes socio-economic status and parental education, there is now overwhelming evidence that student transitions between schools has a strong effect on achievement when these other factors are controlled. A 2010 United States Government Accountability Office ("GAO") report,³ that analyzed many nationally representative studies based on datasets from the Department of Education, is particularly instructive. The GAO report highlights a study which followed a cohort of students from 1998 to 2007 concluded that students who changed schools frequently tended to have lower scores on standardized reading and math tests and drop-out of school at higher rates than their less mobile peers.⁴ Another study highlighted in the GAO report, which tracked students nationally and longitudinally, found that those who changed schools two or more times from 8th to 12th grade were twice as likely to drop out of high school, and not obtain a General Equivalency Diploma, compared to students who did not change schools. In addition, the same study found that school changes within the same school district produce short-run negative effects on performance that are generally greater for African-

An important comprehensive analysis on studies of academic outcomes of student mobility can be found in Reynolds, A. J., Chen, C.-C., & Herbers, J. E. (June 2009). School Mobility and Educational Success: A Research Synthesis and Evidence on Prevention. Paper presented at the Workshop on the Impact of Mobility and Change on the Lives of Young Children, Schools, and Neighborhoods, National Research Council, Washington, DC.

²Organizing Schools to Improve Student Achievement: Start Times, Grade Configurations, and Teacher Assignments, Brian A. Jacob and Jonah E. Rockoff, The Hamilton Project, 2011. A literature review of published Research on Student Mobility can be found in their Appendix IV.

³K-12 Education: Many Challenges Arise in Educating Students Who Change Schools Frequently. Report to Congressional Requesters. GAO-11-40, Ashby, Cornelia M., US Government Accountability Office, 2010

⁴Results based on Education's Early Childhood Longitudinal Study: Kindergarten Class of 1998-1999 data from 1998-2007.

American, Hispanic, and students from low socio-economic status⁵.

A 2011 comprehensive review of the peer-reviewed literature⁶ on the impacts of grade configurations and school transitions also concluded that "most studies in this report showed that, when students transition to another school, they experience a significant drop in academic related outcomes." The review further concluded that "researchers also showed a significantly negative impact on students' psychological and social emotional wellbeing when students transitioned from one school to another." This is not surprising as this type of change occurs during a period of childhood marked by major changes in attitudes and motivation, low self-esteem, poor ability to judge risks and consequences, decreased respect for authority, and other behaviors that may make students more difficult to educate⁷. In other words, students undergo a difficult transition at precisely the time when they may need increased attention to social and academic needs.

In Stuck in the Middle: Impacts of Grade Configuration in Public Schools (2010), Rockoff and Lockwood stated "our analysis suggests the achievement costs of middle school transitions are greater for students lower in the achievement distribution, lending no support for their use on the basis of equity". It is therefore not surprising that parents and, in particular, those belonging to underrepresented communities are highly opposed to school structures requiring multiple transitions. In one of the most comprehensive reviews of 51 recent, high-quality studies on family involvement, A New Wave of Evidence: The Impact of School, Family, and Community Connections on Student Achievement (2002), Henderson and Mapp concluded that schools that succeed in engaging families from diverse backgrounds were those able to create a steady structure of support for families across school transitions. According to Richard Kahlenberg⁹, an expert on school integration efforts, "it is easier for a school that is high-performing and serves predominantly middle-class families to attract lower-income families if enrollment obstacles are removed, and support services are provided."

Eliminating unnecessary school transitions will also have a drastic impact on the learning outcomes of students and, in particular, among Hispanic students. As argued by Philip Gleason

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⁵Student Mobility and the Increased Risk of High School Dropout, Rumberger, Russell W., and Katherine A. Larson. American Journal of Education, vol. 107, no. 1 (November 1998): 1-35; The Hazards of Changing Schools for California Latino Adolescents, Rumberger, Russell W., Katherine A. Larson, Gregory J. Palardy et al. University of California, Berkeley: Chicano/Latino Policy Project (CLPP) Policy Report, vol. 1, no. 2, (October 1998)

⁶Review of Literature on Grade Configuration and School Transitions, Center for Applied Research and Educational Improvement, March 2011

⁷Grade-Related Changes In The School Environment: Effects on Achievement Motivation, Eccles and Midgley, JAI Press, pp.282-331

⁸What Parents Want: Education Preferences and Trade-Offis, A National Survey of K-12 Parents, Zeehandelaar and Winkler, August 2013. The core of this study's methodology was an online survey of over 2,000 parents, nationwide, seeking information about the educational goals and school attributes that were important to them. The survey included a diverse set of parents with school-age children: African American, white, Hispanic, and Asian, urban and rural, rich and poor, liberal and conservative, those who sent their children to traditional, charter, and private schools.

⁹The primary data set used in his analysis contains information on the enrollment, academic achievement, and demographics of students in New York City in grades 3 through 8. These data span the school years 1998–1999 through 2007–2008 and include student characteristics such as ethnicity, gender, language spoken at home, and free lunch status, as well as academic and behavioral indicators, including annual standardized test scores in math and English, suspensions, and absences.

and collaborators¹⁰, charter school impacts are substantially larger for low-income and minority students than for more advantaged students. Similarly, a study of Massachusetts charter schools¹¹ found that charter middle schools generate much more positive effects for non-whites and FRPM-eligible applicants than for white applicants. In the 2013 National Charter School Study, Cremata and collaborators¹² analyzed the impact of years enrollment on learning gains in charter schools. They found that students with one year of charter enrollment realize smaller learning gains than their peers in traditional public schools in both reading and math, with the disadvantage equal to 43 and 58 fewer days of learning, respectively. Learning, however, improves significantly for charter school students by their second year of enrollment – seeing about 22 more days of learning in reading and 14 more days in math. Once a student is enrolled for four or more years, their learning gains outpace traditional public schools by 50 days in reading and 43 days in math per year. The biggest impacts are among Hispanic students who are English learners; they gain 50 additional days of learning in reading and 43 additional days in math from charter school attendance per year. This is consistent with the learning outcomes PCS has recorded in for students belonging to the first-to-college designation.

On the basis of the research, which clearly indicates that multiple school transitions are a major barrier to achieving student population balance, and in line the grade structures of our surrounding districts, PCS is requesting a material revision to its charter, allowing the Charter School to add a 6th grade with up to 44 students starting with the 2021-2022 school year.

Demonstrated Effectiveness of PCS Program

An analysis of CAASPP scores of the class of 2020 (the first class at PCS to have completed the CAASPP in 7th, 8th and 11th grade) reveals significant growth in student mastery of standards over time. In fact, cohort study shows that the number of students who meet or exceed standards increases significantly for each testing year during the span of students' study at PCS. This trend of closing achievement gaps is true for all subgroups of students.

Cohort Analysis for Class of 2020 ELA - Economic Status*									
	2015 - 7th Grade		<u> 2016 - 8</u>	th Grade	2019 - 11th Grade				
	SED (11)	Not SED (71)	SED (12)	Not SED (69)	SED (11)	Not SED (71)			
Standard Exceeded	<u>18%</u> <u>30%</u> <u>25%</u> <u>49%</u> <u>55%</u> <u>69%</u>								

¹⁰Philip Gleason et al., "The Evaluation of Charter School Impacts, Final Report" (Washington: Institute of Education Sciences, June 2010), http://files.eric.ed.gov/fulltext/ED510573.pdf. A study carried out by the federal government that included virtually every charter nationally that was oversubscribed, subject to a lottery, and had achievement test scores available.

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¹¹ Joshua D. Angrist et al., "Student Achievement in Massachusetts' Charter Schools" (Cambridge, MA: Center for Education Policy Research at Harvard University, 2011), http://economics.mit.edu/files/6493

¹² National Charter School Study 2013 Cremata et al. 2013, Center for Research on Education Outcomes <u>Stanford University</u>

Standard Met	<u>64%</u>	<u>49%</u>	<u>58%</u>	<u>38%</u>	<u>45%</u>	<u>27%</u>
Standard Nearly Met	<u>18%</u>	20%	<u>17%</u>	<u>12%</u>	<u>0%</u>	<u>4%</u>
Standard Not Met	<u>0%</u>	<u>1%</u>	<u>0%</u>	<u>1%</u>	<u>0%</u>	<u>0%</u>

Cohort Analysis for Class of 2020 ELA - Ethnicity*									
	<u>20</u>	15 - 7th Gra	ade_	<u>2016 - 8th Grade</u>			<u>2019 - 11th Grade</u>		
	Hispan ic/ Latino (15)	2 or more races (14)	White (52)	Hispan ic/ Latino (13)	2 or more races (14)	White (52)	Hispan ic/ Latino (13)	2 or more races (14)	White (50)
Standard Exceeded	<u>27%</u>	<u>29%</u>	<u>29%</u>	<u>38%</u>	<u>54%</u>	43%	<u>54%</u>	<u>64%</u>	<u>74%</u>
Standard Met	<u>47%</u>	<u>57%</u>	<u>52%</u>	<u>36%</u>	31%	<u>46%</u>	<u>46%</u>	<u>36%</u>	<u>22%</u>
Standard Nearly Met	20%	14%	<u>19%</u>	23%	<u>15%</u>	<u>11%</u>	<u>0%</u>	<u>0%</u>	<u>4%</u>
Standard Not Met	<u>7%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>

Cohort Analysis for Class of 2020 Math - Economic Status*									
	2015 - 7	th Grade	<u>2016 - 8</u>	th Grade	2019 - 11th Grade				
	SED (11)	Not SED (71)	SED (12)	Not SED (69)	SED (11)	Not SED (71)			
Standard Exceeded	<u>27%</u>	<u>39%</u>	<u>8%</u>	<u>42%</u>	<u>18%</u>	<u>52%</u>			
Standard Met	<u>36%</u>	<u>37%</u>	<u>67%</u>	<u>29%</u>	<u>55%</u>	<u>34%</u>			
Standard Nearly Met	<u>27%</u>	<u>18%</u>	<u>17%</u>	22%	<u>18%</u>	<u>8%</u>			
Standard Not Met	<u>9%</u>	<u>6%</u>	08%	<u>7%</u>	<u>9%</u>	<u>6%</u>			

Cohort Analysis for Class of 2020 Math - Ethnicity*

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	2015 - 7th Grade		2016 - 8th Grade			2019 - 11th Grade			
	Hispan ic/ Latino (15)	2 or more races (14)	White (52)	Hispan ic/ Latino (14)	2 or more races (14)	White (52)	Hispan ic/ Latino (13)	2 or more races (14)	White (50)
Standard Exceeded	<u>47%</u>	<u>50%</u>	33%	21%	<u>57%</u>	<u>37%</u>	23%	<u>60%</u>	<u>50%</u>
Standard Met	20%	29%	44%	<u>50%</u>	<u>29%</u>	33%	54%	27%	<u>38%</u>
Standard Nearly Met	27%	21%	<u>17%</u>	<u>7%</u>	14%	<u>27%</u>	15%	<u>7%</u>	10%
Standard Not Met	<u>7%</u>	<u>0%</u>	<u>6%</u>	<u>21%</u>	<u>0%</u>	<u>4%</u>	<u>8%</u>	<u>7%</u>	<u>2%</u>

^{*} Data reflects 7th, 8th, and 11th grade CAASPP scores for current PCS Class of 2020 students.

Minimizing School Transitions Benefits Students

The list of successful examples actively addressing the deleterious effects of non-standard school grade configurations is vast. One instructive example is a study of charter schools in Chicago that found substantial positive effects of charter schools on educational attainment, attributing the improvement to the fact that many of the charter schools had eliminated the transition from middle to high school, using grade configurations such as K-12 or 6-12. The for two decades, the Century Foundation has been researching and reporting on socioeconomic school integration programs that promote economic and racial diversity as a way of fostering social mobility and social cohesion. In 2012, the Century Foundation highlighted the work of E. L. Haynes Public Charter School which, in 2009, served grades pre-K through 7. In 2011–12, the charter school expanded through grade 9 and recorded drastic improvements in students' social and emotional adjustment as well as overall achievement. E. L. Haynes continued to expand by one grade each year through grade 12, becoming one of the top-performing charter schools in Washington D.C. and has been recognized nationally with the Fight for Children Quality Schools Initiative Award for exceptional student achievement gains.

Given the weight of the evidence, PCS strongly believes that in order to be effective at attracting and enabling the success of an intentionally diverse student body, the Charter School must adopt a 6-12 grade configuration. As is clear in literature, preventing the severe disruptions caused by school transitions, which disproportionately impact underrepresented communities, will both attract parents of more diverse backgrounds to PCS and enable PCS to ensure their students' success once they arrive. Although targeted recruitment and lottery preferences can help create diverse student bodies, in a system of school choice, successful recruitment will ultimately rely on eliminating the current requirement for PCS students coming from the traditional public schools

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¹³ The Effects of Charter High Schools on Educational Attainment, Kevin Booker, Tim R. Sass, Brian Gill, and Ron Zimmer, Journal of Labor Economics 2011 29:2, 377-415

to undergo at least three school transitions as they move from elementary to middle to high school. As the "double jump" to PCS' middle school program was created by the change in local elementary and middle school configuration four years after PCS' initial charter (2003-2004), this request for material revision seeks to correct the resulting misalignment and allow families to consider this exemplary school of choice without the unnecessary and harmful hinderance of an additional transition.

As highlighted in the latest The Century Foundation Report, in order to help move the needle on school integration, charter schools will have to move beyond school models to diverse-by-design systems. That is, they need to cooperate with local districts to develop effective enrollment and retention practices that work within the local public school landscape and join with outside stakeholders and leaders to push for school integration. If PCS is to become a strong player in the fight against school segregation, it must think both outside and inside the schoolhouse doors. Integration within a school requires examining not just school enrollment, instructional practices, school culture and retention but also effectively addressing the debilitating effects of non-standard grade configurations, which result in unnecessary additional school transitions for students and families

Further Background on Student Population Balance at PCS

Each and every student enrolled in Pacific Collegiate School, regardless of race, ethnicity, language ability, special needs, wealth, prior academic achievement, or any characteristic listed in Education Code Section 220, has access to a rigorous, college preparatory curriculum rich in Advanced Placement (AP) courses. This combination of open access coupled with high academic standards and proven achievement by students of diverse abilities has consistently resulted in greater demand for admission than seats available, which is addressed through an annual lottery (See Element H: Admission Policies and Procedures).

Like all California public institutions, PCS is prohibited by law from instituting admissions policies that promote enrollment of children of a particular racial or ethnic group. Yet the school remains steadfast in its commitment to developing a diverse student body that is reflective of the racial and ethnic balance of the general population residing within the territorial jurisdiction of the Santa Cruz City Schools Secondary District, where PCS' original charter petition was submitted. The PCS Diversity Plan, included in **Appendix K**, acts as a roadmap providing structure to this commitment.

Key to the implementation of the Diversity Plan is the Board's continued allocation of funds for an Outreach Coordinator (PCS is perhaps the only school in the area to do so) and the establishment of the Diversity Oversight Committee (DOC). The Outreach Coordinator is a member of the DOC and both work together with the Head of School to execute the Plan, evaluate progress and recommend adjustments as needed to meet specific milestones.

The Diversity Plan's multi-faceted approach to advancing awareness and interest in the school's mission and program advocates extensive outreach to Santa Cruz area students and their families. The Diversity Plan acknowledges that all these efforts will take time and continued collaboration with our local school district and County Office of Education. Through a variety of community

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service programs, PCS students have served as mentors to younger students and the bond of friendship and trust created helps to encourage interest in enrollment amongst a broad cross-section of the community. Through the direct efforts of the DOC, PCS participates in the Santa Cruz Live Oak Collaborative meetings to promote college-bound communities and also maintains on-going relationships with the UCSC Educational Partnership Center, the Boys and Girls Club of Santa Cruz, the Beach Flats Community Center, and the Davenport Resource Center. These outreach efforts have allowed PCS to begin to establish important relationships within the Santa Cruz community. For example, beginning in the spring of 2014, PCS has partnered with Barrios Unidos in an after-school program located on the PCS campus. Twice a week, students from Barrios Unidos were transported to PCS where PCS volunteer students and staff work with them on homework, study skills, and targeted instruction in reading and math. In the summer of 2019, PCS partnered with the Davenport Resource Center and local technology company, Looker, to provide a summer coding camp for students in grades 4-6. This successful camp allowed a diverse group of potential future students to familiarize themselves with the PCS campus, as they learned valuable coding skills. We look forward to exploring more ways in which PCS can partner with local schools and community organizations to provide educational opportunities for children in Santa Cruz County.

Information about Pacific Collegiate School and upcoming events are available to everyone on our website http://www.pacificcollegiate.com/) and in the local newspapers. Information and announcements are also distributed to area schools, community centers, libraries, after-school programs, health clinics, religious institutions and other areas where students and families of diverse backgrounds might be reached. Prior to the annual lottery, which is typically held in the spring, we conduct eight to ten information meetings for students and their families that are spread across several months and held in locations that span Santa Cruz County, including community spaces in Watsonville, Live Oak, and Beach Flats. These meetings are widely advertised in English as well as Spanish, and all materials are translated into-Spanish language interpretation is available at each meeting and several of these meetings take place on Saturdays.

Creating a welcoming culture where diversity is valued is also a key component in attracting a diverse student body. Pacific Collegiate School hires staff and faculty who respect all students. The school invests in training that helps align individual faculty and department goals with the diversity goals of the school. Students are expected to treat each other fairly and respectfully. The school program's international emphasis is used sensitively to raise awareness of race and ethnicity within the context of academic inquiry. The 2020-2025 Diversity Plan includes several professional development and student learning opportunities to foster an inclusive and welcoming school community.

In an effort to build a more diverse student population, the PCS Board of Directors approved a pilot program that would, from 2011-2014, address student diversity by directly affecting lottery selections. With the goal of increasing racial and socio-economic diversity, the PCS Pilot Lottery Study – beginning with the admission lottery for the 2011-2012 school year – set aside either 10% of available slots or five seats, whichever number was greater, for children who would be the first in their family to attend college. (For purposes of this program, a 'first-generation college-bound applicant' is defined as one whose parents' or chief guardians' highest level of education is less than an Associate's Degree). We continue to make inroads in this area, increasing the number of

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available seats reserved for first-generation college bound applicants in the public random drawing from 10% to 15% in 2014-2019 and from 15% to 30% in 2020, at which time PCS also added a preference for students who eligible for free and reduced priced meals (see more information in Element H). PCS just conducted its first lottery since implementing this new preference for the 2020-2021 academic year. PCS' efforts in this regard have already yielded results, attracting enough applications to offer a full 30% of 7th grade slots to FTC and/or FRPM students for the 2020-21 school year, with an additional 11 admitted through the regular lottery and 16 more on the waiting list. It is yet too early to know how many of these students will accept PCS' offer of admission and enroll, or the racial and ethnic balance of this group. We look forward to learning from this data as it becomes available in the coming months.

The first to college lottery has now run for nine years, and PCS has seen some increase in the diversity of its student population. For example, as of the state's CALPADS reporting dates in October of 2011 and 2012, the percentage of Hispanic/Latino students in Grades 7, 8, and 9 at PCS was markedly higher than in other grades, as the table below suggests. The table also indicates overall growth in the school's Hispanic/Latino student population when compared to October 2010, the last count prior to the introduction of the FTC Lottery.

Percentage of PCS Students Reported as Hispanic/Latino

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	5.0	10.2	6.7	12.6	12.3	5.5	9.0
10/11	17.0	13.6	11.4	4.7	10.7	10.4	11.4
10/12	21.6	16.1	11.4	13.1	5.9	11.0	13.2
10/13	13.5	20.5	17.0	11.8	14.7	16.1	14.0
10/14	15.4	14.1	18.2	17.0	16.7	15.5	16.1
10/15	15.2	15.0	13.0	14.4	14.8	12.9	14.3
10/16	6.5	18.7	18.7	14.1	18.3	14.9	15.1
10/17	17.4	7.6	18.5	16.5	15.0	16.9	15.3
10/18	11.0	18.3	6.5	16.5	18.2	16.7	14.5

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<u>10</u> /19	<u> 17.4</u>	10.9	19. <mark>8</mark>	9.9	14 <u>,3</u>	<u>17.9</u>	14.9

Similarly, PCS has seen a decline in the percentage of students reporting as White in Grade 7 after four First to College lotteries and in Grades 8, 9, and 10 as it absorbed enrollees earlier first to college lotteries (bold face below):

Percentage of PCS Students Reported as White

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	86.3	73.9	69.7	74.7	75.3	81.8	76.5
10/11	65.9	71.6	72.7	67.1	72.6	72.7	70.4
10/12	65.9	65.5	72.3	72.6	70.6	76.8	70.6
10/13	64.0	64.8	63.6	69.4	66.6	72.0	66.6
10/14	70.3	65.2	67.0	68.2	71.8	66.2	68.1
10/15	76.1	72.0	71.7	71.1	66.7	72.9	71.8
10/16	78.3	75.8	64.8	67.4	64.6	67.6	69.9
10/17	60.9	77.2	73.9	64.8	67.7	66.2	68.5
10/18	69.2	61.3	76.1	74.7	59.1	70.0	68.4
10/19	<u>,68.5</u>	69.6	59,3	74.7	73.9	60.7	<u>67.9</u>

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

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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.

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Element H: Admission Policies and Procedures

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H).

There are no admission requirements to attend PCS, with the exception of California residency and the maximum age limits required by law. (Title 5 California Code of Regulations Section11960(c).) After an offer of admission is made, the enrollment process will include diagnostic testing and examination of a student's performance history to ensure appropriate placement in classes and targeted assistance as needed.

Pacific Collegiate School shall admit all pupils who wish to attend the school, subject only to capacity, and any pupil attending Pacific Collegiate School may continue to attend Pacific Collegiate School in the following year. PCS will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student on the basis of any characteristic described in Education Code Section 220. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), PCS shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), Pacific Collegiate shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. If the number of new pupils who wish to attend Pacific Collegiate School exceeds Pacific Collegiate School's openings for any grade, admission shall be determined by a public random drawing (or "lottery"), with the exception of existing students, who are guaranteed

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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 <u>Element H</u>, for middle school grades PCS typically accounts for enrollment by section; each such section representing a single class and teacher assignment, which have varied from 20-24 students each in the past. For example, in recent school years PCS has maintained 4 middle school Sections, divided proportionally among the total number of pupils in each grade (e.g. 4 separate English 8 classes of 23 students, 4 separate Science 7 classes of 23 students, etc.).

Sixth grade Preference

Preference in the public random drawing for sixth grade shall be given to the following students in the following order¹⁴:

- Applicants who are siblings of pupils of PCS and both an FRPM eligible applicant and a first-generation college-bound applicant.
- 2. Non-sibling applicants to the 6th grade who are both an FRPM eligible applicant and a first-generation college-bound applicant.
- 3. Applicants who are siblings of current pupils of <u>PCS</u> and either an FRPM eligible applicant or a first-generation college-bound applicant.
- 4. Non-sibling applicants who are either an FRPM eligible applicant or a first-generation college-bound applicant.
- 5. Children of current faculty or staff of PCS.
- 6. Children of current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy, but limited to those members that actively served as members on or after July 1, 2019.
- Siblings of current pupils of <u>PCS</u>, or surviving siblings of any student deceased while enrolled at <u>PCS</u>.
- Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

Seventh Grade Preference

Preference in the public random drawing for <u>seventh grade</u> shall be given to the following students in the following order¹⁵:

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Deleted: <#>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: ¶

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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

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¹⁴ Preferences 1-4 shall be limited to a combined total of (a) fifty percent (50%) of the incoming 6th grade class if PCS is offering one (1) section of 6th grade (up to 26 students), or (b) thirty percent (30%) of the incoming 6th grade class if PCS is offering 2 sections of 6th grade (up to 44 students). Once this threshold of the incoming class is selected, the applicants who qualify for these admission preferences but who were not admitted pursuant to these preferences shall be awarded the benefit of other admission preferences for which they are eligible, if any.

¹⁵ Preferences 1-4 shall be limited to a combined total of thirty percent (30%) of the incoming 7th grade class. Once

- 1. Applicants who are siblings of current pupils of <u>PCS</u> and both an FRPM eligible applicant and a first-generation college-bound applicant.
- 2. Non-sibling applicants to the 7th grade who are both an FRPM eligible applicant and a first-generation college-bound applicant.
- 3. <u>Applicants</u> who are siblings of current pupils of <u>PCS</u> and either an FRPM eligible applicant or a first-generation college-bound applicant.
- 4. Non-sibling applicants who are either an FRPM eligible applicant or a first-generation college-bound applicant.
- 5. Children of current faculty or staff of <u>PCS</u>.
- Siblings of current pupils of <u>PCS</u> or surviving siblings of any student deceased while enrolled at <u>PCS</u>.
- 7. Children of current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
- 8. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

Grades 8-12 Preference

Preference in the public random drawing for grades 8-12 shall be given to the following students in the following order:

- 1. Children of current faculty or staff of PCS.
- Siblings of current pupils of PCS, or surviving siblings of any student deceased while enrolled at PCS.
- 3. Children of current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
- 4. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

The <u>PCS</u> Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. The lottery shall be performed by a web-based computer program/application. A third-party vendor shall setup the lottery software in a manner that simulates the following procedure.

Lottery spaces are <u>selected</u> in order of grade level. The <u>software shall simulate separate</u> lotteries.

30% of the incoming class is selected, the applicants who qualify for these admission preferences but who were not admitted as part of the 30% shall be awarded the benefit of other admission preferences for which they are eligible, if any.

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A first rank priority for this preference shall be established for applicants who are

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An "FRPM eligible applicant" is defined as an applicant eligible for free or reduced price meals for under the regulations and guidelines used by schools, institutions, and facilities participating in the National School Lunch Program.

A "first-generation college-bound applicant" is defined as one whose parents' or chief guardians' highest level of education is less than a Bachelor's Degree. An eligible applicant for this preference who is not selected may then receive preference in the lottery in accordance with other preferences listed below.

This preference for grade 7 shall only be applicable so long as PCS maintains less than (4) sections of sixthgrade 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.

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for each grade in which there are fewer vacancies than pupils interested in attending. There is no weighted priority assigned to the preference categories; rather, within each grade level, the software shall randomly select students from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, software randomly shall select students within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category shall be selected by the software, and the program shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

The vendor shall certify that the program ran correctly and that the appropriate preferences were provided. Applicants do not need to be present at the lottery to receive or accept an offer of admission.

Wait-list

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be <u>placed</u> on a wait-list according to <u>the</u> in <u>which their name was selected by the lottery software</u>. This wait-list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait-list carry over to the following school year.

Note Regarding Staff and board preference

Over the last 6 years the number of children admitted into the 7th grade class through the staff and board preferences has been as follows:

	<u>Staff</u>	Board
<u>2020-21</u>	<u>2</u>	<u>3</u>
<u>2019-20</u>	<u>2</u>	<u>4</u>
2018-19	<u>8</u>	<u>2</u>
2017-18	<u>3</u>	<u>2</u>
<u>2016-17</u>	<u>2</u>	<u>7</u>
2015-16	<u>5</u>	<u>5</u>

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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 $47605(\wp)(5)(1)$.

An annual independent financial audit of the books and records of Pacific Collegiate School will be conducted as required by Education Code Sections 47605(£)(5)(I) and 47605(m). The books and records of Pacific Collegiate School will be kept in accordance with generally accepted accounting principles and, as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers K-12 Audit Guide.

The PCS Finance Committee, consistent with its Charter, is responsible for contracting and overseeing the independent audit. The PCS Finance Committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution finance and audit experience and approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County, the State Controller, and to the CDE by the 15th of December of each year. The Head of School, along with the Finance committee, will review any audit exceptions or deficiencies and report to the Pacific Collegiate School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the County describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel. The independent financial audit of the Pacific Collegiate School is public record to be provided to the public upon request.

Pursuant to Education Code Section 47604.3, Pacific Collegiate School will promptly respond to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the County. Pacific Collegiate School will automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m). Pacific Collegiate School recognizes the right of the County to conduct random inspections of Pacific Collegiate School pursuant to Education Code Section 47607.

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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:
- (1) 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(\wp)(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

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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, <u>PCS</u> 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 <u>PCS</u> 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.

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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:
 - 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.
 - 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. <u>This section shall apply to pupils in any of grades 9 to 12, inclusive.</u>
 - 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

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- 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.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - "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:

- 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 <u>PCS</u>.
- 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

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- (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.
- 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.
 - 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.
- 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
- 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.

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- 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.
- 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:
 - 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.
 - 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.
 - A post on a social network application or Internet Web site including, but not limited to:
 - 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:

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- 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.
- Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy. The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded by a conference conducted by the Head of School or the Head of School's designee with the student and his or her parent/guardian and, whenever practical, the teacher, supervisor or Pacific Collegiate School employee who referred the student to the Head of School or designee.

The conference may be omitted if the Head of School or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Pacific Collegiate School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two school days, unless the pupil waives this right or is physically

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unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Pacific Collegiate School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Pacific Collegiate School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Head of School or Head of School's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Head of School or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents/guardian, unless the pupil and the pupil's parents/guardian fail to attend the conference.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion

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are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Pacific Collegiate School Board of Directors following a hearing before it or by the Pacific Collegiate School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a Board member of the Pacific Collegiate School Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Head of School or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

- 1. The date and place of the expulsion hearing;
- 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.

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F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

Pacific Collegiate School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by Pacific Collegiate School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- a. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b. Pacific Collegiate School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- c. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- d. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- f. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- g. If one or both of the support persons is also a witness, Pacific Collegiate School must present evidence that the witness' presence is both desired by the witness and will be helpful to Pacific Collegiate School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- h. The testimony of the support person shall be presented before the testimony

of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

- i. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- j. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion.

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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.

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N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Head of School or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Head of School or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon Pacific Collegiate School's capacity at the time the student seeks readmission.

O. Notice to Teachers

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

P. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

Pacific Collegiate School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Pacific Collegiate School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Pacific Collegiate School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Team, any teacher observations, and any relevant information provided by the parents to determine:

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- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Pacific Collegiate School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that Pacific Collegiate School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Pacific Collegiate School agree to a change of placement as part of the modification of the behavioral intervention plan.

If Pacific Collegiate School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then Pacific Collegiate School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or Pacific Collegiate School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or Pacific Collegiate School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Pacific Collegiate School agree otherwise.

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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.

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- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Pacific Collegiate School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Pacific Collegiate School supervisory personnel.

If Pacific Collegiate School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If Pacific Collegiate School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Pacific Collegiate School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by Pacific Collegiate School pending the results of the evaluation.

Pacific Collegiate School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Element K: Retirement Systems

<u>Governing Law</u>: 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 $47605(\mathfrak{E})(5)(K)$.

All eligible employees at Pacific Collegiate School are covered by the State Teachers' Retirement System, including certificated teachers. All eligible employees at Pacific Collegiate School are covered by the Public Employees' Retirement System, and/or Social Security, as appropriate to the position. A list of current positions covered under each retirement system is included in Appendix P. The PCS Senior Business Administrator is responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

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Element L: Attendance Alternatives

<u>Governing Law</u>: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(c)(5)(L).

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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 $47605(\mathfrak{g})(5)(M)$.

No public school district or County employee shall be required to work at Pacific Collegiate School. Employees of a district or County who choose to leave the employment to work at Pacific Collegiate School will have no automatic rights of return to the district or County after employment by Pacific Collegiate School unless specifically granted by the district or County through a leave of absence or other agreement. Pacific Collegiate School employees shall have any right upon leaving the district or County to work in Pacific Collegiate School that the district or County may specify, any rights of return to employment in a school district after employment in Pacific Collegiate School that the district may specify, and any other rights upon leaving employment to work in Pacific Collegiate School that the district County or State Board of Education determines to be reasonable and not in conflict with any law.

Sick or vacation leave or service credit from a district or County will not transfer nor accrue to Pacific Collegiate School: similarly, no sick or vacation time specifically accrued at Pacific Collegiate School is transferable to district or County employment. Employment by Pacific Collegiate School provides no rights of employment at any other entity, including any rights in the case of closure of Pacific Collegiate School.

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Element N: Dispute Resolution

<u>Governing Law</u>: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(N).

Pacific Collegiate School and the <u>Santa Cruz County Board of Education (the "County")</u> will be encouraged to attempt to resolve any disputes with the County amicably and reasonably without resorting to formal procedures, as set forth below. In addition, Pacific Collegiate School and the <u>County have also agreed to participate in non-binding mediation as set forth in Section 5 of the Charter School Memorandum of Understanding.</u>

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

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of the school be promptly forwarded to the Pacific Collegiate School for processin	g in accordance		
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Element O: Closure Procedures

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to ensure the disposition of all assets and liabilities of the charter school, including disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(c)(5)(0).

As a vibrant, successful, and financial solvent school, PCS does not expect the Charter School to close. Closure of Pacific Collegiate School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of Pacific Collegiate School, the Santa Cruz County Office of Education, Pacific Collegiate School's SELPA, the retirement systems in which Pacific Collegiate School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of Pacific Collegiate School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Pacific Collegiate School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, Pacific Collegiate School will provide parents, students and the County Office of Education with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. Pacific Collegiate School will ask the County Office of Education to store original records of Pacific Collegiate School students. All student records of Pacific Collegiate School shall be transferred to the County upon closure. Where possible, Pacific Collegiate School will deliver student records to the returning district or school, if applicable. If the County will not or cannot store the records, Pacific Collegiate School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

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As soon as reasonably practicable, Pacific Collegiate School will prepare final financial records. Pacific Collegiate School will also have an independent audit completed within six months after closure. Pacific Collegiate School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Pacific Collegiate School and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to Pacific Collegiate School.

Pacific Collegiate School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of Pacific Collegiate School, all assets of Pacific Collegiate School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Pacific Collegiate School, remain the sole property of the nonprofit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C.§ 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the County or County property will be promptly returned upon Pacific Collegiate School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, Pacific Collegiate School shall remain solely responsible for all liabilities arising from the operation of Pacific Collegiate School.

As Pacific Collegiate School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of Pacific Collegiate School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies. As specified by the Budget in **Appendix N**, Pacific Collegiate School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

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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 used by the charter school. ____ The description of facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(h).

PCS leases a 47,000 square foot facility at 3004 Mission Street, Santa Cruz, owned by the Pacific Collegiate Foundation.

The facility has 30 classrooms, including specially designed rooms for science, visual and performing arts, and technology classrooms. There will also be a large space for performances and gatherings, a library, administrative offices, staff workrooms, conference rooms, and all necessary additional spaces to maintain a safe and effective learning environment. In particular, ample space has been included to allow students to congregate, eat, collaborate, and socialize. This includes a large indoor student center with adjoining exterior deck, and multiple exterior seating areas. Field, gym space, and theater space will be provided off site to support extracurricular activities.

Administrative Services

Governing Law: [T]he manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

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PCS currently contracts with Charter Impact for administrative and financial assistance including, but not limited to, financial management, accounts payable/receivable, payroll, and human resources.

Potential Civil Liability Effects

Governing Law: [P]otential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h).

PCS is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. PCS shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of PCS.

Further, PCS and the County shall enter into a memorandum of understanding, wherein PCS shall indemnify the County for the actions of PCS under this charter.

The corporate bylaws of PCS provide for indemnification of the PCS Board of Directors, officers, agents, and employees, and PCS shall maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

PCS shall maintain general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Insurance amounts are determined by recommendation of the County and PCS's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of PCS.

The PCS Board of Directors institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Budgets and Financial Statements

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(1).

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Attached, as **Appendix N**, please find Pacific Collegiate School's three-year budget and cashflow, 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.

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Appendix A: Student Achievement Data Deleted: Appendices Page Break Page Break

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Longitudinal AP Data (2015-2019)

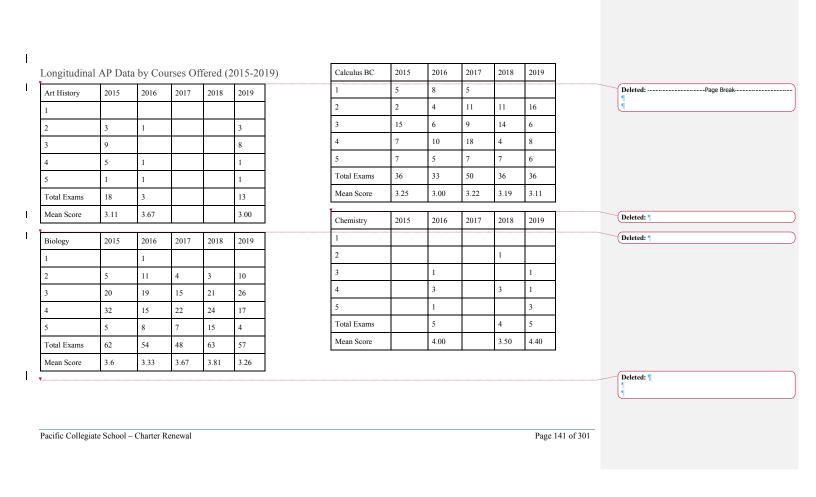
	2015	2016	2017	2018	2019
Total AP Students	200	197	211	216	224
Number of Exams	420	409	412	423	433
AP Students with Scores 3+	183	173	168	193	188
% of Total AP students with 3+	91.5	87.8	79.6	89.4	83.9

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%

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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	

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

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 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

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French	2015	2016	2017	2018	2019
1					
2	1				1
3	4	6	1	5	4
4	3		1	2	
5	1	1	2	1	1
Total Exams	9	7	4	8	6
Mean Score	3.44	3.29	4.25	3.50	3.17

Music Theory	2015	2016	2017	2018	2019
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

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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

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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

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SAT Scores by Cohort and Subgroup (2018, 2019)

Cohor	t	Total Mean Score	ERW Mean Score	Math Mean Score
2019		1272	642	629
-	Males	1320	653	667
-	Females	1223	632	591
-	White	1306	664	642
-	Hispanic/Latino	1148	571	577
-	Fee reduction	1128	562	567
-	No fee reduction	1298	657	641
2018		1353	676	677
-	Males	1401	685	716
-	Females	1316	668	648
-	White	1358	684	674
-	Hispanic/Latino	*	*	*
-	Fee reduction	*	*	*
-	No fee reduction	1355	674	681

^{*} Data not provided for this subgroup by College Board in 2018

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CAASPP Performance - PCS and Santa Cruz County Comparison (2015-2018)

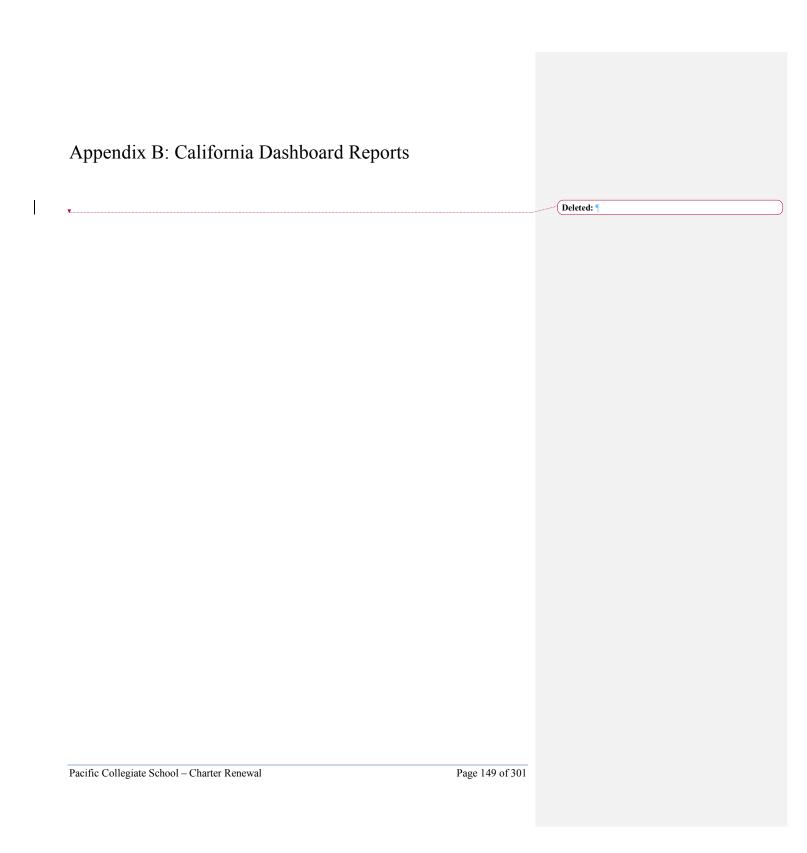
Longitudinal Comparison: CAASPP ELA and Math Scores of All PCS (7th, 8th, 11th grade test participants) and peers in Santa Cruz County and Santa Cruz City Schools

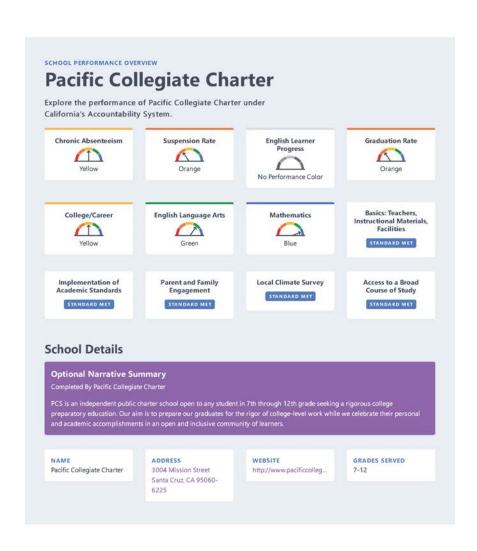
	% of Students who Met or Exceeded Standards						
	ELA - All Students (Grades 7, 8, 11)			Math - All Students (Grades 7, 8, 11)			
Year	PCS	SCCS	County	PCS	SCCS	County	
2018	86.15	59.75	45.96	77.07	41.34	34.33	
2017	85.88	59.28	44.79	76.43	41.58	32.95	
2016	80	60	45	69	44	33	
2015	80	62	43	73	43	32	

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				
	I	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





PACIFIC COLLEGIATE CHARTER

Student Population

Explore information about this school's student population.

Pacific Collegiate School - Charter Renewal

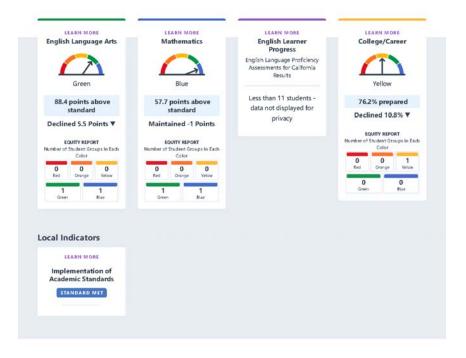
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PACIFIC COLLEGIATE CHARTER

Academic Performance

View Student Assessment Results and other aspects of school performance.



PACIFIC COLLEGIATE CHARTER

Academic Engagement

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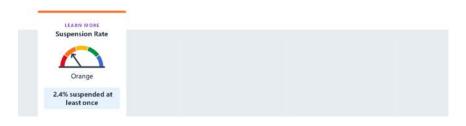
See information that shows how well schools are engaging students in their learning.



PACIFIC COLLEGIATE CHARTER

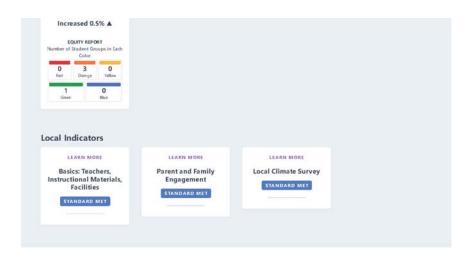
Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

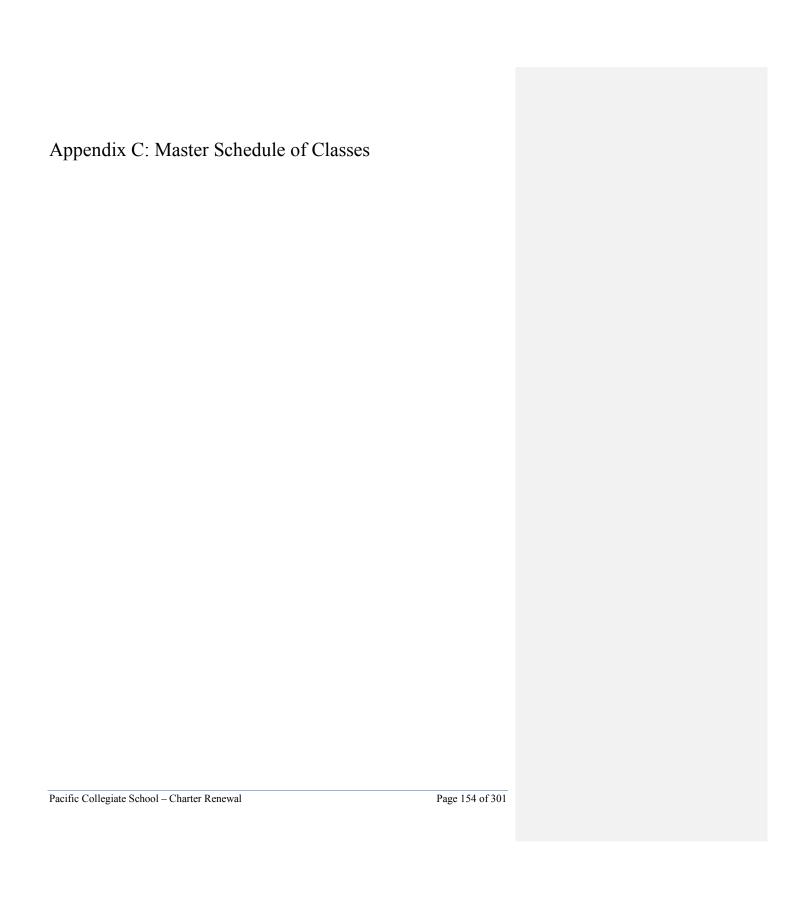


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Teacher	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Alley		Graphic&Design, Rm 159	Video Production, Rm 159	Graphic&Design, Rm 159	Video Production, Rm 159	Graphic&Design, Rm 159
Levy	Dance/Adv Dance, Rm 214					
Calame	Music 1/Band, Rm 3	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	5.50,7	Chemistry, Rm 251	Chemistry, Rm 251

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Teacher	Period 1	Period 2
Alley		Graphic&Design, R
Levy	Dance/Adv Dance, Rm 214	
Calame	Music 1/Band, Rm 3	AP Music Theory,
Flood	AP US Hist, Rm 215	Current Events, Rn
Chapman	Science 7, Rm 221	
Chen		
Cohn		History 7, Rm 1:
Conley	Science 8, Rm 260	Science 8, Rm 2
Cross		
Daniels	Study Skills, Rm 231	Study Skills, Rm
DeCaporale	Amer Lit Hr, Rm 213	English 10, Rm 2
Dennis	E 11 E B 44E	Directed Studies, R
Dunn	English 7, Rm 117	
Eskenazi		Algebra 1, Rm 1
Friend	World Hist Med 9, Rm TBD	Ethics & Evil, Rm
Garrett	Pre-Calc & Trig, Rm 135	Pre-Calc & Trig, Rr
Gorski		Perform. Arts, Rm 214
Hughes	Chorus Womens., Rm 227	Perform. Arts, Rm 227
Hunt	Adv. Topics, Rm 125	
Hutchison	AP Spanish, Rm 133	Spanish 1, Rm 1
J. Kelly	AP World Hist. Rm 123	
M. Kelly	Latin 1, Rm 114	AP Latin, Rm 1
Klein		English 9, Rm 1
Koens	Geometry, Rm 121	Geometry, Rm 1
Lai	AP Computer Sc, Rm 116	Algebra 2, Rm 1
Leake	Art 1, Rm 155	Art 3, Rm 155
Marentette	Concept. Phy., Rm 225	
Marshall	AP French, Rm 119	French 1, Rm 1
McGann	Adv Comp Science, Rm 159	
Messoloras		
Michael		Concept Phy., Rm
Perera	AP Eng. Lit., Rm 132	AP Eng. Lit, Rm
Rall	Spanish 2, Rm 134	
Roth	English 9, Rm 233	AP Eng. Lang., Rn
Ruckle	·	AP World, Rm 2
Sauceda		Spanish 2, Rm 1
Silva	English 8, Rm 211	English 8, Rm 2
Summerrill	Algebra 1, Rm 115	T
Walters	AP Environmental, Rm 255	
Winter	Chemistry, Rm 251	AP Chemistry, Rm
. — —		

Appendix D: Bell Schedule and Instructional Minutes	
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Pacific Collegiate School Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1	Period 1	Period 2	Period 1	
8:15 – 9:12	8:15 – 10:00	8:15 – 10:00	8:15 – 10:00	
Period 2 9:17 - 10:17				
Break	Seminar	Tutorial	Tutorial	Period 2
10:17 - 10:27	10:05 – 10:45	10:05 – 10:45	10:05 – 10:45	9:00 – 10:45
Period 3	Break	Break	Break	Break
10:32 - 11:29	10:45 - 10:55	10:45 - 10:55	10:45 - 10:55	10:45 - 10:55
Period 4	Period 3	Period 4	Period 3	Period 4
11:34 - 12:31	11:00 - 12:45	11:00 - 12:45	11:00 - 12:45	11:00 - 12:45
Lunch 12:31 - 1:11	Lunch	Lunch	Lunch	Lunch
Period 5 1:16 - 2:13	12:45 - 1:25	12:45 - 1:25	12:45 - 1:25	12:45 - 1:25
Period 6	Period 5	Period 6	Period 5	Period 6
2:18 - 3:15	1:30 - 3:15	1:30 - 3:15	1:30 - 3:15	1:30 - 3:15

	Grades	Grades
Year: 2019-20	4-8	9-12
Required Minutes	54,000	64,800
Non-Block Days		
Total Daily Minutes	0.45	0.45
Daily Start Time	8:15	8:15
Daily End Time (use 24 hour clock)	15:15 420	15:15
Subtotal Minutes	420	420
Non-Instructional Minutues		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Subtotal Minutes Per Non-Block Day	370	370
Non-Block Days Per Year	31	31
Subtotal Annual Minutes on Non-Block Days	11,470	11,470
Block Days		
Total Daily Minutes		
Daily Start Time	8:15	8:15
Daily End Time	15:15	15:15
Subtotal Minutes	420	420
Non-Instructional Ministruc		
Non-Instructional Minutues 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
	10,000	,
Fridays		
Total Daily Minutes		
Daily Start Time	9:00	9:00
Daily End Time	15:15	15:15
Subtotal Minutes	375	375
Non-Instructional Minutues		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Total Minutes Per Fridays	325	325
Fridays Per Year	35	36
Subtotal Annual Minutes on Fridays	11,375	11,375
Finals Days		
Total Daily Minutes		
Daily Start Time	8:15	8:15
Daily End Time	13:50	13:50
Subtotal Minutes	335	335
Non-Instructional Minutues		
Break		
Lunch	25	25
Subtotal Non-Instructional Minutes	25	25
Total Minutes Per Finals Day	310	310
Final Days Per Year	6	6

Subtotal Annual Minutes on Final Days	1,860	1,860
Last Day		
Total Daily Minutes		
Daily Start Time	9:00	9:00
Daily End Time	11:00	11:00
Subtotal Minutes	120	120
Non-Instructional Minutues		
Recess		
Lunch		
Subtotal Non-Instructional Minutes	0	0
Total Minutes Per Last Day	120	120
Last Day Per Year	1	1
Subtotal Annual Minutes on Last Day	120	120
Total Annual Instructional Minutes	65,155	65,155
Amount Above (Below) Minimum	11,155	355.00
© 2005-19 CSDC		
Total Number of Days	182	182
-		

Pacific Collegiate School

Proposed Schedule for Sixth-grade Program

Class #1					
Monday	Tuesday	Wednesday	<u>Thursday</u>	<u>Friday</u>	
Period 1 & 2 8:15-10:17 Humanities Core	Period 1 8:15-10:00 Humanities Core	Period 2 8:15-10:00 Humanities Core	Period 1 8:15-10:00 Humanities Core	Collaboration Late Start	
ELA/ELD/History	ELA/ELD/History	ELA/ELD/History	ELA/ELD/History	<u>Period 2</u> 9:00-10-45	
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	Humanities Core ELA/ELD/History	
	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55	
Period 3 & 4 10:32-12:31 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00–12:45 STEM Core Math/Science	
<u>LUNCH</u> 12:31-1:11		LUNCH 12:45-1:25			
Period 5A 1:16-2:13 Visual Arts	Period 5A 1:30-2:20 Visual Arts	<u>Period 6B</u> 1:30-3:15	Period 5A 1:30-2:20 Visual Arts	<u>Period 6B</u> 1:30-3:15	
Period 6A 2:18-3:15 Wellness (Health/Physical Education)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)	World Explorers (Language/Art/Music/Culture)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)	World Explorers (Language/Art/MusicCulture)	
Class #2					
Monday	<u>Tuesday</u>	Wednesday	<u>Thursday</u>	<u>Friday</u>	
Period 1 & 2	Period 1	Period 2	Period 1	Collaboration	

Class #2				
Monday	<u>Tuesday</u>	Wednesday	<u>Thursday</u>	<u>Friday</u>
Period 1 & 2 8:15-10:17 STEM Core	Period 1 8:15-10:00 STEM Core	Period 2 8:15-10:00 STEM Core	Period 1 8:15-10:00 STEM Core	Collaboration Late Start
Math/Science	Math/Science	Math/Science	Math/Science	Period 2 9:00-10-45
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	STEM Core Math/Science
	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
Period 3 & 4 10:32-12:31 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00–12:45 Humanities Core ELA/ELD/History
<u>LUNCH</u> 12:31-1:11	LUNCH 12:45-1:25			
Period 5A 1:16-2:13 Wellness (Health/Physical Education)	Period 5B 1:30-3:15	Period 5A 1:30-2:20 Wellness (Health/Physical Education)	Period 5B 1:30-3:15	Period 5A 1:30-2:20 Wellness (Health/Physical Education)
Period 6A 2:18-3:15 Visual Arts	World Explorers (Language/Art/Music/Culture)	Period 6A 2:25-3:15 Visual Arts	World Explorers (Language/Art/Music/Culture)	Period 6A 2:25-3:15 Visual Arts

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Moved (insertion) [4]

	Subtotal Annual Minutes on Final Days
	Last Day
	Total Daily Minutes
	Daily Start Time
	Daily End Time
	Subtotal Minutes
	Non-Instructional Minutues
	Recess
	Lunch
	Subtotal Non-Instructional Minutes
	Total Minutes Per Last Day
	Last Day Per Year
	Subtotal Annual Minutes on Last Day
	Total Annual Instructional Minutes
	Amount Above (Below) Minimum
	© 2005-19 CSDC
ted:	Total Number of Days

Deleted: Total Number of Days

Page Break

Instructional Minutes for Proposed 6th Grade

_	Grades
<u>Year: 2021-22 6th grade</u>	<u>4-8</u>
Required Minutes	<u>54,000</u>
<u>Mondays</u>	
<u>Total Daily Minutes</u>	_
<u>Daily Start Time</u>	<u>8:15</u>
Daily End Time (use 24 hour clock)	<u>15:15</u>
<u>Subtotal Minutes</u>	420
_	_
Non-Instructional Minutues	_
Break	<u>10</u>
Lunch	<u>40</u>
Subtotal Non-Instructional Minutes	<u>50</u>
Subtotal Minutes Per Non-Block Day	<u>370</u>
Non-Block Days Per Year	<u>34</u>
Subtotal Annual Minutes on Non-Block Days	12,580
-	_
Tuesdays, Wednesdays, Thursdays	
Total Daily Minutes	_
<u>Daily Start Time</u>	<u>8:15</u>
<u>Daily End Time</u>	<u>15:15</u>
<u>Subtotal Minutes</u>	<u>420</u>
-	-
Non-Instructional Minutues	_
Break	<u>10</u>
Lunch	<u>40</u>
Subtotal Non-Instructional Minutes	<u>50</u>
Total Minutes Per Block Day	<u>370</u>
Block Days Per Year	<u>106</u>
Subtotal Annual Minutes on Block Days	<u>39,220</u>
_	_
<u>Fridays</u>	
Total Daily Minutes	_
Daily Start Time	9:00
Daily End Time	<u>15:15</u>
Subtotal Minutes	<u>375</u>
-	-
Non-Instructional Minutes	_
Break	<u>10</u>
Lunch	<u>40</u>
Subtotal Non-Instructional Minutes	<u>50</u>
Total Minutes Per Fridays	<u>325</u>
Fridays Per Year	<u>35</u>
Subtotal Annual Minutes on Fridays	11,375

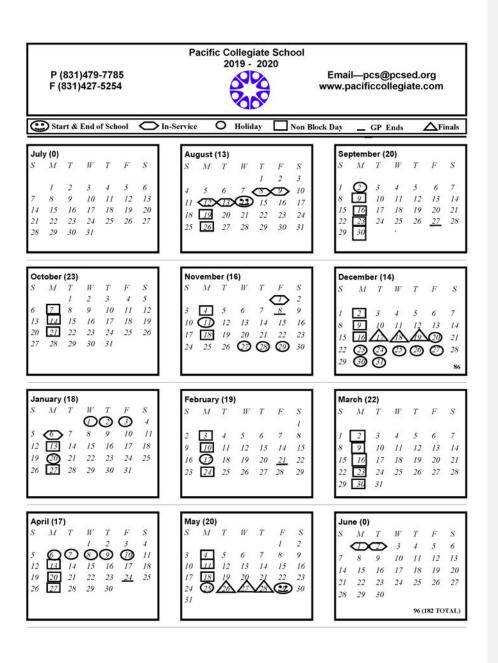
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_	
Finals Days	_
Total Daily Minutes	_
Daily Start Time	<u>8:15</u>
Daily End Time	13:50
Subtotal Minutes	<u>335</u>
-	_
Non-Instructional Minutes	_
Break	_
Lunch	<u>25</u>
Subtotal Non-Instructional Minutes	<u>25</u>
Total Minutes Per Finals Day	<u>310</u>
Final Days Per Year	<u>6</u>
Subtotal Annual Minutes on Final Days	1,860
=	_
<u>Last Day</u>	_
Total Daily Minutes	_
<u>Daily Start Time</u>	<u>9:00</u>
Daily End Time	<u>11:00</u>
Subtotal Minutes	<u>120</u>
-	_
Non-Instructional Minutes	_
Recess	_
Lunch	_
Subtotal Non-Instructional Minutes	<u>0</u>
<u>Total Minutes Per Last Day</u>	<u>120</u>
<u>Last Day Per Year</u>	<u>1</u>
Subtotal Annual Minutes on Last Day	<u>120</u>
_	_
-	_
<u>Total Annual Instructional Minutes</u>	<u>65,155</u>
Amount Above (Below) Minimum	<u>11,155</u>
-	_

<u>Total Number of Days</u>

<u>182</u>

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Appendix E: Academic Calendar		



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Appendix F: Student Support Systems and Flow Cha	ırt	
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Pacific Collegiate School Student Support Systems Revised: September 2019

Component	Why Needed?	What Does It Look Like?	Results	
Counseling	Academic and/or social needs, past counseling history, teacher and/or parent request.	Counseling - individual or group; academic support, mentoring.	Student success.	
Student Support Team	Students are at-risk academically or behaviorally.	Discussion of academic and behavioral progress. Identification and implementation of intervention, e.g., as peer tutoring or counseling referral.	Results in increased home to school communication, academic or behavioral contract.	
B.A.S.E. Camp	There is a need for support in academic study skills.	Incoming 7th graders are welcomed to the world of PCS, their peers and the academic requirements/skills needed before school starts.	Students begin the year connected to the learning environment and prepared to focus on academics.	
Monthly Grade Level Meetings	Students are at-risk socially and academically.	Staff uses grade level meeting to identify and share concerns about students	Academic tutoring or counseling; referrals to peer tutoring or counselors	
SARB	Students are truant	Review of attendance records, family situation, grades.	Phone calls, letters home, use of County Office SARB process	
Study Hall	Students want study time during regularly scheduled school hours.	Self-selected students bring own work and resources to the class	Study hour with adult support available	
Tutorial	Students can benefit from access to teachers during the school day.	Students are self-directed in how they use their time to get help from teachers and peers, or to get work done for their classes.	Students have more balance in their daily schedule and have more access to teachers and peer tutors.	
Peer Tutoring	Students are at-risk academically	We pair a struggling student with an older peer mentor to help with homework and concept attainment.	Students meet and create a five week schedule for tutoring and support	
Organizational Support for All Students	Students need access to class assignments.	Various support systems are in place to help students keep track of assignments, e.g., course syllabi, online calendars, & study skills class (week & month at a glance), student planners, Canvas updates.	Students learn organizational skills.	
After-school Study Hall	Students need time to complete assignments.	Self-selected students bring own work and resources to the library after regularly-scheduled school hours.	Study hour with adult support available	
504 Accommodations	Students are identified as having a disability that affects academic performance and require accommodations.	504 Coordinator meets with parents and staff to review 504 plan and inform stakeholders of their responsibilities	Students are provided accommodations; teachers implement appropriate instructional strategies	
Special Education Services	Student has been identified as a student with disability and requires intensive specialized academic instruction.	Students receive instruction and support during regular school hours based on their IEP (Individual Education Plan).	Student programs are compliant with federal law and CA Ed Code. All PCS requirements for graduation remain. Services are provided until no longer needed or student graduates.	
English Language Learners	Students need support with academic English language.	ELPAC (English Language Proficiency Assessment in California) is administered to identify students as English Learners or reclassified English Proficient.	Student progress and access to curriculum is monitored and supported.	
Study Skills and Technology Class	Students need support in developing study skills	Additional support throughout the full year in form of a 7 th grade regularly scheduled class	Continued academic support	

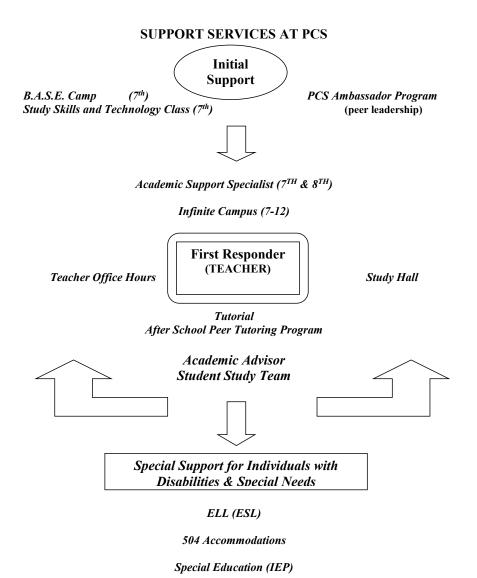
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Academic Support Specialist	Students need emotional and social support; organizational and planning skills	Individual meetings are held to Canvas, student planner, work on organization/ planning skills and emotional and social support is offered	Student success
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State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

PACIFIC COLLEGIATE SCHOOL

FILE NUMBER: FORMATION DATE: TYPE: JURISDICTION: STATUS:

C2072249 05/21/1998 DOMESTIC NONPROFIT CORPORATION CALIFORNIA

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 Secretary of State

NP-25 (REV 1/2007)

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2072249

ARTICLES OF INCORPORATION

of

PACIFIC COLLEGIATE SCHOOL

I.

the office of the Secretary of States of the State of California MAY 2 1 1998

The name of the corporation is Pacific Collegiate School.

П.

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.

Ш

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.

- 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 $_{\rm init\,ini}$; 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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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.

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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
 - (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 yote.

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.

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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.

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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:
 - 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 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 o 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

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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

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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, Bo	ard President,		
Connie Smith	Roard Secretary		

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PACIFIC COLLEGIATE SCHOOL

CONFLICT OF INTEREST POLICY

In addition to the Conflict of Interest provisions of Section 13.5 of the Pacific Collegiate School ("PCS") Bylaws and Article III, Section M, of the PCS Employee Handbook regarding conflicts of interest, these conflict of interest requirements shall apply to all PCS employees and Board members.

I. CODE OF CONDUCT

PCS expects its Directors and employees to exercise good judgment and to follow high ethical standards in conducting PCS affairs. The Directors and employees of PCS shall, in serving PCS, act not in their personal interests or in the interests of others, but rather solely in the interests of PCS. Directors and employees may not use their official positions, or any inside information they have about PCS, without authorization and in a manner that provides a personal or pecuniary benefit to themselves or their relatives (including their spouses, domestic partners, parents, children, stepchildren, grandchildren or siblings; each, a "Related Person"). Inside information is information obtained through the Director's or employee's position that has not become public information. A PCS officer or employee shall not engage in any employment, activity or enterprise, which is inconsistent, incompatible, in conflict with or inimical to his or her duties, functions or responsibilities as a PCS officer or employee.

II. POLICY REGARDING NEPOTISM

No supervisor, officer or Board member shall show favoritism to a Related Person with respect to any benefits or opportunities afforded by PCS on the basis of that familial relationship.

No Related Person to the Principal or any Board member may be hired in a paid capacity at PCS. No Related Person to a manager or supervisor may be assigned to a position which is in a direct reporting relationship to or within the supervisory line of authority of such manager or supervisor.

III. CONFLICT OF INTEREST CODE - POLITICAL REFORM ACT OF 1974

A. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., PCS hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of PCS, as specifically required by California Government Code Section 87300.

PACIFIC COLLEGIATE SCHOOL CONFLICT OF INTEREST POLICY

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B. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated into this Code by this reference.

C. DESIGNATED EMPLOYEES

All governing board members and any employee who holds a position that involves the making, or participation in the making, of decisions that may foreseeably have a material effect on any financial interest of the employee, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this Code.

D. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Statement of Economic Interest ("Statement") at the time and in the manner prescribed by California Code of Regulations, Title 2, Section 18730. The Statement shall disclose reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property, business position or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statement forms shall be supplied by the PCS Principal or his/her designee (the "Filing Officer"). Completed Statements shall be given to the Filing Officer. The Filing Officer shall make and retain a copy of the Statements and forward the originals to the Santa Cruz County Board of Supervisors.

E. DISQUALIFICATION

No designated employee or Board member shall make, participate in making, or try to use his/her official position to influence any PCS decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family, except as specifically authorized by law.

F. MANNER OF DISQUALIFICATION

1. Designated Employees

When a designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to

PACIFIC COLLEGIATE SCHOOL CONFLICT OF INTEREST POLICY

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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 Po	CS Board Me	2	
Andrew Townsend, Board President Caud A Doote			
Carol Foote, Board Secretary		And hadronian	
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PACIFIC COLLEGIATE SCHOOL			

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EXHIBIT A

Designated Positions

- 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. B. C. D.
 - Members of the Governing Board Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary, etc.) Principal Business Manager

 - Staff Advisors to the Board, the Board Finance Committee, and the Board Compensation
- Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of "Exhibit B." П.
 - Accounts Receivable/Payable
- Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of "Exhibit B."
 - Information Technology Coordinator

PACIFIC COLLEGIATE SCHOOL CONFLICT OF INTEREST POLICY

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EXHIBIT B

Disclosure Categories

Category 1 Reporting:

A. Interests in <u>real property</u> 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. <u>Investments</u> in or <u>income</u> 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. <u>Investments</u> in or <u>income</u> 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. <u>Investments</u> in or <u>income</u> 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. <u>Investments</u> in or <u>income</u> 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.

PACIFIC COLLEGIATE SCHOOL CONFLICT OF INTEREST POLICY

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Deleted: Pacific Collegiate School, Head of School

Job Description

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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 underrepresented groups and lottery preferences targeted specifically at first generation college students. A primary goal of the school is to increase the school's diversity to reach better parity with the geographic surroundings. PCS has strong financial reserves and donor support and occupies a newly renovated campus that is owned by its supporting organization, the Pacific Collegiate Foundation, giving it notable security as an independent charter school. PCS has been recognized by US News and World Report as the top public high school in California and a top 10 high school nationally. PCS is also distinguished by its dedicated faculty and active parent community. Hallmarks of the PCS academic program include: a small school environment and strong community; the requirement of taking a minimum of five AP classes during the high school years; a deep commitment to arts education with three arts courses required to graduate; and an emphasis on humanities integration with English and history courses closely aligned and designed to inspire global citizenship and reinforce critical thinking skills. Of the PCS students who took AP exams in the '17-'18 school year, 84% achieved a score of 3 or higher while 55% received a score of 4 or 5. PCS had a 95% college matriculation rate for its most recent senior class. For more information about the school, please visit www.pacificcollegiate.com. Responsibilities ¶

The Head of School is in charge of the management of all aspects of the school, including the following which will be incorporated and aligned to the Head of School annual evaluation process (incorporating by reference further details within the Head of School Evaluation Rubric):

Learning & Teaching: ¶
Maintaining the school's highly rigorous academic program and serving as the "Educator in Chief" by working with teachers to set instructional goals and priorities (and metrics for their measurement based on student outcomes) geared towards a vision of academic and non-academic achievement for all students to be prepared for college and community ¶ n concert with other stakeholders, develop the vision for the academic program as reflected in the school's mission - ... [4]

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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 nearterm 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

PCS has been recognized by US News and World Report as the top public high school in California and a top 10 high school nationally. PCS is also distinguished by its dedicated faculty and active parent community. Hallmarks of the PCS academic program include: a small school environment and strong community; the requirement of taking a minimum of five AP classes during the high school years; a deep commitment to arts education with three arts courses required to graduate; and an emphasis on humanities integration with English and history courses closely aligned and designed to inspire global citizenship and reinforce critical thinking skills. Of the PCS students who took AP exams in the '17-'18 school year, 84% achieved a score of 3 or higher while 55% received a score of 4 or 5. PCS had a 95% college matriculation rate for its most recent senior class. For more information about the school, please visit www.pacificcollegiate.com.

The Opportunity

PCS' current school leader, Simon Fletcher, is departing at the end of the '18-'19 school year after 20 years at the school, six of those years as its principal. The PCS board is seeking an exceptional instructional leader who knows how to maintain the highest bar for academic excellence as well as a skilled community-focused leader with a depth of knowledge on how to sustain a culture of academic curiosity and instructional rigor for all students and adults. The ideal candidate will have a track record of success leading a high performing secondary school program with experience building diverse teams and supporting teachers and staff in their professional growth. This person will also have demonstrated how they build trust and a strong working relationship with students, staff/faculty, parents, board members and external constituents, such as the Santa Cruz County Office of Education which serves as the school's authorizing agency.



Responsibilities

The Head of School will be in charge of the management of all aspects of the school, including the following which will be incorporated and aligned to the Head of School annual evaluation process (incorporating by reference further details within the Head of School Evaluation Rubric):

· Learning & Teaching:

- Maintaining the school's highly rigorous academic program and serving as the "Educator
 in Chief" by working with teachers to set instructional goals and priorities (and metrics
 for their measurement based on student outcomes) geared towards a vision of academic
 and non-academic achievement for all students to be prepared for college and community
- In concert with other stakeholders, develop the vision for the academic program as
 reflected in the school's mission highlighting all core subjects including the arts,
 electives, and other related activities and work closely with the Board of Directors to
 formalize this vision and ensure it has adequate resources and support to run its program
 effectively:
- Implements curricula aligned to state or national college-readiness standards for all students and supports faculty to implement effective instructional strategies to meet student learning goals
- Building student support systems that provide adequate services to meet students' academic and social emotional needs and those related to school safety, including developing and staffing these functions appropriately and measuring results to ensure their effectiveness

· Shared Vision, School Culture & Family Engagement:

- Developing and maintaining strong relationships with all school stakeholders (students, faculty/staff, parents, board members), including but not limited to ensuring open lines of communication at all times and addressing issues and concerns in a timely and constructive manner as well as engaging stakeholders in the collaborative development of a vision for high student achievement and effective adult practices within the school community to achieve that vision
- Execute on all aspects of PCS' diversity plans including leading the community in courageous conversations regarding equity and diversity as well as cultivating positive school culture and climate while building and maintaining a strong sense of community and volunteerism among staff, parents and students

Strategic Plan & Systems:

- Leads the school community through a strategic planning process resulting in a multiyear 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 managers 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

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- Implements effective performance management for all staff and faculty, including ensuring that all teachers and staff have:
 - clear lines of communication to and from the administrative team, that everyone understands who their supervisor is
 - receive regular feedback, support, and evaluation of their progress and areas for development
 - experience a rigorous evaluation process tied to the standards of excellence for the school
 - are led by a highly effective leadership team
- · Personal Leadership and Growth
 - Implements communication plans and effectively communicates with multiple stakeholders to manage and adapt to change and provide inclusive and transparent communications for the community
 - Build the capacity of staff and faculty to maintain a solutions-oriented approach with all students and their well-being and success at the center

Qualifications

In order to meet their responsibilities, the ideal Head of School candidate will be:

- A proven instructional leader with experience running a high performing school who brings an
 understanding of how to support PCS in continuing its rigorous academic program while also
 bringing in knowledge of best practices in education innovation;
- A seasoned professional and experienced manager with 10+ years of professional experience with HR expertise who knows how to recruit, oversee, coach, and develop teachers and staff at all levels:
- An exceptional relationship builder who can quickly gain the confidence of the Board, parents, faculty/staff, and students;
- A passionate advocate for all students and families who has a commitment to building a strong culture of diversity, equity, and inclusion at PCS;
- Experienced in school finance and decision-making around resource allocation for a studentserving organization (background working with public school budgeting preferred);
- Knowledgeable about the academic and social emotional needs of adolescents, particularly high school students, as they pursue their paths towards college and career;
- Able to ensure the financial health and sustainability of PCS' programs through developing strong partnerships with internal and external stakeholders (with particular appreciation for the role of the volunteerism culture of the school), raising public and private dollars as needed;
- Dynamic and versatile, able to engage a variety of stakeholders in dialogue and speak in a clear, compelling and authentic manner both about the school's goals and priorities and the leader's decision-making process and plans towards meeting them.

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Compensation and Benefits

Pacific Collegiate School offers a competitive compensation and benefits package with a salary range of \$140-170k annually. More details can be provided upon request.

Pacific Collegiate School is an equal opportunity employer and an organization that values diversity.

Recruiting staff to create an inclusive organization is a priority, and we encourage applicants from all backgrounds. Candidates are evaluated solely on their qualifications to perform the work required.

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Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

Department:	Pacific Collegiate School (*PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	210 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

General Summary

Under the direction of the Principal, the Vice Principal/Dean of Students will be responsible for the oversight of all student related functions of the school: schedules, discipline, attendance interventions, 504 and support services. Additionally this position oversees the master schedule, coordinates testing and maintains student achievement and data stream.

General Responsibilities:

- Oversees all aspects of student functions for PCS.
- Maintain regular communication and advises Principal in all areas of responsibility.
 Assists in the implementation of school goals and program development activities as related to school operations.

Direct Reports

- Registrar
- Academic Support
- Study Hall
- Receptionist and Attendance Specialist

Essential Job Accountabilities

- Assist in the planning and administration of program evaluation and assessment, such as the STAR Testing Program and Advanced Placement; and organizes and manages data stream for analyzing program quality.
- Supervise school auxiliary services, including student safety programs, testing programs, library/media learning center services.
- Establish student ineligibility as it relates to co-curricular and extracurricular programs and activities;.
- Maintain professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Participate in emergency response activities as necessary.
- · Confer with students, parents, teachers, law enforcement officers, and representatives of social welfare agencies to resolve individual pupil academic and behavioral problems.
- Assist in monitoring of extracurricular sport and student activities at the school site.
- Provide leadership/direction to student government and student council activities.
- Promote a feeling of unity and spirit among the student body.
- Respect and maintain professional and student confidences.
- Establish, maintain and nurture effective working relationships with parents, community members, students, and school related outside agencies.
- Coordinate professional meetings and other meetings regarding district business, SST's, IEP's, etc.
- Evaluate student progress in the instructional program by discussions with teachers, counselors and review of student records.
- Adhere to all district health and safety policies.
- Assist Principal and Faculty Dean in annual faculty evaluation process.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time



Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	210 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

- · Organize, oversee, and provide support to the various services, supplies, materials, and equipment provided to carry out the school program.
- Manage case load of students receiving services under section 504, including leading student study teams and 504 meetings.
- . Maintain high standard of student conduct and enforce discipline as necessary, according due process to the rights of students.
- Coordinate student achievement data; supervise the maintenance of accurate records on the
 progress and attendance of students; model data analysis possibilities for staff and Board, assign consequences and coordinate interventions as needed
- · Maintain good relationships with students, staff, and parents, and comply with established lines of authority.
- Assist in or lead school professional development activities such as faculty/staff meetings, in service design, technology training, and identifying outside experts to provide assistance.
- . Oversee creation of master schedule; work with students and families in student schedules as they progress to graduation.
- Perform other related duties as assigned; act as Principal designee.

Education

- Bachelors's degree required, Masters preferred.
- Administrative credential required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- 5-7 years of Middle and High School Assistant Principal experience.
- Demonstrated experience in student support.
- Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Community relations.
- Classroom procedures which promote appropriate student conduct and motivation for student leaming.
- · Tracking student achievement through data analysis and interpretation
- Child guidance principles and practices.
- Principles of training and providing work direction.
- Applicable sections of the State Education Code and other applicable laws.
- Research methods and report writing techniques.
- Applicable state advisory documents, the State Framework in all subjects taught and district curriculum standards appropriate to their teaching assignment. Standardized student testing requirements.

*This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

Pacific Collegiate School - Charter Renewal

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Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	210 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

Knowledge, skills, and competencies (con 't)

- · School improvement programs, goals and objectives
- Adequate Yearly Progress report requirements applicable to the school site.
 No Child Left Behind Act requirements.
- Current trends and research concerning the growth and development of school-age students.
- School policies, procedures, and major contracts.
- Section 504 and Special Education laws.
- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Interest in process improvement.
- Works independently.
- Willing to adapt quickly to changes in direction.
 Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.
- . Can clearly communicate point of view yet fully support final decisions if different from one's

Pacific Collegiate School - Charter Renewal

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Job Title: Pacific Collegiate School: Faculty Dean

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	205 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

General Summary

Under the direction of the Principal, the Faculty Dean will be responsible for curriculum review and faculty leadership with the primary goal of maintaining challenge and excellence at PCS.

General Responsibilities:

- · Oversees all aspects of faculty functions for PCS.
- · Maintain regular communication and advises Principal in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Essential Job Accountabilities

- Provide faculty leadership to maintain focus on challenge and excellence.
- Orient faculty members re: PCS culture, academic policies, procedures, grading policies, expected standards of excellence.
- Design and review individual teacher and departmental growth plans and professional development.
- Establish program and systems of regular curriculum review, planning cycles and evaluation of success.
- Design and implement assertive and on-going process for recruiting high quality teachers.
- Establish, coordinate and maintain mentoring program for new teachers.
- Plan and execute in-service schedule.
- Working with Principal and Vice Principal to evaluate and determine faculty success annually.
- Maintain evaluation rubric for teachers.
- Create improvement plans for struggling teachers.
- Update and administer online student evaluation surveys.
- Administer surveys as needed to garner faculty input.
 Serve as an advocate and resource for faculty.
- Serve as an advocate and resource for faculty.
 Prepare SARC report annually.
- Coordinate WASC.
- Coordinate credential compliance and BTSA support.
- · Supervise and coordinate interview and hire process for new faculty.
- Establish criteria for recognizing faculty milestones and process for celebration of success.
- Provide annual review and input on faculty portion of employee handbook.
- Perform other related duties as assigned.

Education

- · Bachelors' degree required, Masters preferred.
- Administrative credential preferred.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

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Job Title: Pacific Collegiate School: Faculty Dean

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	205 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

Work Experience

- 5-7 years of Middle and High School teaching experience.
- Curriculum review and implementation.

 Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Community relations.
- Classroom procedures which promote appropriate student conduct and motivate student
- Applicable sections of the State Education Code and other applicable laws.
- Research methods and report writing techniques.
 Applicable state advisory documents, the State Framework in all subjects taught and district curriculum standards appropriate to their teaching assignment.
- · School improvement programs, goals and objectives
- · Current trends and research concerning the growth and development of the teaching
- profession. School policies and procedures. Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Interest in process improvement.
- Works independently.

- Willing to adapt quickly to changes in direction.

 Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.

 Can clearly communicate point of view yet fully support final decisions if different from one's

Pacific Collegiate School - Charter Renewal

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Job Title: Special Education Coordinator & School Psychologist

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	215 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

General Summary

The Special Education Coordinator will report to the Principal of the District, oversees all special education services at the District level, and represents the interest of this District at County, Regional and State levels. This person provides direction to Resource Specialists; Language, Speech, and Hearing Specialists (i.e: Orthopedically Impaired, Hard of Hearing, Visually Impaired Specialist) Instructional Aides, and Administrative Assistant.

Essential Job Accountabilities Director of Special Education

- · Maintains regular communication and advises Principal in all areas of responsibility.
- Complies with Federal, State and local laws and regulations regarding special education.
- Provides leadership and guidance to special education staff in the areas of instruction, staff relationships, administrative procedures, as well as State and Federal laws and regulations.
- Develops and implements procedures to ensure that special education students are appropriately referred, evaluated, and placed into instruction programs, which meet the student's unique needs; chairs IEP Team meetings as well as reviews corresponding documents.
- Provides input regarding the supervision and evaluation of special education personnel in cooperation with the principal and coordinates with administration in hiring of new personnel.
- Provides for appropriate staff development for special education and general education personnel.
- Assists in the development of the Special Education budget, including State AB 602 as well as Federal, Staff Development and Educationally Related Mental Health funds and is responsible for expenditure of said funds.
- Is knowledgeable of and completes all State reporting and compliance documents, as related to special education programs and functions.
- Articulates the needs of the District in working collaboratively with the Special Education Local Plan Area (SELPA) and functions as a member of the Special Education Council (SEC) and Community Advisory Committee (CAC).
- Is knowledgeable of program offerings throughout the SELPA and works collaboratively with feeder Districts within the student catchment area.
- Resolves compliance issues.
- Oversees due process procedures at the District level; acts as respondent to CDE complaints filed by parents or agencies.
- Is knowledgeable of community agencies, which routinely interface with the Special Education personnel, students, and families.
- Establishes active, cooperative relationships with students, parents, staff, and the Board of Directors.
- Assists in the development and implementation of the school goals, including benchmark performances; assists in program development activities as related to special education and school operations.
- · Completes tasks and projects, as assigned by the Principal.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

Responsibilities and Essential Job Accountabilities:

School Psychologist:

- A State credentialed professional, who has specialized knowledge in areas of cognitive, social, emotional, behavioral, language, academic, physical and psychomotor development, which can adversely impact student learning.
- Is knowledgeable of assessment techniques/tools and instructional methodologies in areas related to special education.
- Provides counseling, guidance, and therapeutic intervention to students, as needed.
- Provides guidance to students, parents, teachers, administrators, paraprofessional staff through a variety of specialized and unique learning and detaching methodologies.

Education

- Masters of Arts/Science in School Psychology, Doctorate in School Psychology.
- Valid State Pupil Personnel Services credential.

Work Experience

- . Knowledges of and experiences with planning and implementing Federal, State and SELPA laws/regulations/policies pertaining to services for special needs populations.
- Knowledge and experiences with governmental funding as well as budgetary planning and procedures.
- At least five years of educational experience working with students populations 0-22.11 years of age.

 At least three years of experience related to special education director/coordinator, assistant special education director/coordinator, psychologist, or program specialist.

 Experience in preparing in preparing programmatic and departmental information.
- Experience in leading, coaching and developing staff.
- Experience or interest in working in District schools, education, or non-profit.

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Job Title: Pacific Collegiate School: College Counselor

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	215 day per year work calendar (Aug 1 – June 30)
		FLSA:	Non-Exempt

General Summary

Under the direction of the Principal, the College Counselor will be responsible for preparing PCS students for college and the college application process as well as cultivating connections with other colleges and universities.

General Responsibilities:

- Oversees all aspects of college preparation, counseling, scholarships and awards. Maintain regular communication and advises Principal in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Essential Job Accountabilities

- · Individual junior and senior meetings to support college admission goals, students in lower grades as possible and appropriate.

 Primary contact for Naviance (web-based college counseling database and application management
- Support faculty in providing letters of recommendation / scholarship applications for seniors.
- Deliver counselor letters and reports as part of the application process
- Provide updated PCS School Profile and College Counseling Handbook each year. Host annual grade-level meetings about what it means to be preparing for college.

Education

- Bachelors's degree required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- Minimum of 2-3 years of academic and/or college counseling to high school students.

 Experience with meeting the social and emotional needs of high school students preferred.
- Experience in presenting and preparing proposals.
- Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Understanding of the college admission cycle and process.
- Knowledge of PSAT, SAT, ACT, AP and standardized test used in college. Firm graspon eligibility criteria for CSU and UC systems, A-G subject requirements.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.

*This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.



Job Title: Pacific Collegiate School: College Counselor

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	215 day per year work calendar (Aug 1 – June 30)
		FLSA:	Non-Exempt

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- 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.

- Bachelors's degree required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

- Work Experience

 Minimum of 2-3 years of academic and/or college counseling to high school students.
 - · Experience with meeting the social and emotional needs of high school students preferred.
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Knowledge, skills, and competencies

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- Knowledge of PSAT, SAT, ACT, AP and standardized test used in college. Firm graspon 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.

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Job Title: Pacific Collegiate School: Academic Support Specialist, RTI, and Peer Tutoring

Department	Pacific Collegiate School Management	Reports To:	Assistant Principal/Dean of Students
Approved By: Sign and Date		Work Year:	190 day per year work calendar

General Summary:

Under the direction of the Assistant Principal/Dean of Students, the Academic Support and RTI Specialist, and Peer Tutor Coordinator, is responsible for the overall academic and social support of the seventh and eighth grade student population.

General Responsibilities:

- Oversees the general 7th/8th grade student population and provides support where needed including academic and social issues
- Makes intervention recommendations as recommended by and coordinated with middle school teachers, parents, and administration
- Applies Response to Intervention services including targeted instruction to identified students
- · Reports and coordinates efforts with the Assistant Principal/Dean of Students
- Assists in the implementation of school wide goals and program development opportunities as related to school operations

Essential Job Accountabilities:

- Oversees all Academic Base Camp responsibilities for incoming 7th grade students
- Training and coordination of student WEB leaders (Where Everybody Belongs)
- Oversees New Student Orientation for middle school and high school students
- Provides general tutorial assistance for 7th and 8th grade students
- Provides daily RTI support for 7-10th grade identified students
- Monitors RTI student progress and makes exit recommendations
- Communicates with pilot students and pilot student families regularly to provide support and track progress
- Individually meets all 7th grade students as well as incoming high school students (at least 9th and 10th graders?); meets with 8th grade students identified as needing academic and/or social support
- Available to meet with high school students, especially 9th and 10th, to assist with social and academic concerns
- Makes general intervention recommendations to students, parents, and teachers, such as math tutoring sessions, peer tutoring, and teacher office hours
- Coordination of peer tutoring identify students who need a tutor, find tutors in the appropriate subject area, and track the tutors' service hours
- · Monitors student progress for students utilizing general intervention services
- Communicates student needs/progress/updates to teachers at grade level meetings
- Coordinates Student Study Team (SST) meetings for middle school students when appropriate
- Coordinates Student Study Team (SST) meetings for high school students when requested
- Coordinates with Resource/Directed Studies when appropriate

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Job Title: Pacific Collegiate School: Academic Support Specialist, RTI, and Peer Tutoring

Department	Pacific Collegiate School Management	Reports To:	Assistant Principal/Dean of Students
Approved By: Sign and Date		Work Year:	190 day per year work calendar

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- · Communicates student needs/progress/updates to teachers at grade level meetings
- · Coordinates Student Study Team (SST) meetings for middle school students when appropriate
- Coordinates Student Study Team (SST) meetings for high school students when requested
- Coordinates with Resource/Directed Studies when appropriate

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Job Title: Pacific Collegiate School: Development Director

Department:	Pacific Collegiate School (*PCS) Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	161 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

General Summary

Under the direction of the Head of School, the Development Director will be responsible for cultivating and procuring resources and meeting all fundraising goals to support PCS' mission and strategic goals.

General Responsibilities:

- Oversee all aspects of all fundraising initiatives of the school including, but not limited to, the Annual Fund Drive, foundation and corporate grants, individual giving, and business solicitations, as well as related messaging that supports a successful development effort.
- Maintain regular communication and advises Head of School in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Essential Job Accountabilities

- Provide development and fundraising leadership to the PCS community; train and encourage
 volunteer fundraisers as needed. Help board members, school leadership, and other fundraising
 volunteers identify, cultivate and solicit charitable gifts.
- Work to get 100% of PCS' current parent population to give through AFD; educate them about the importance of unrestricted giving to the AFD. Raise about 15% of PCS' annual revenue via AFD.
- Pursue a broad internal donor base that includes staff; alumni; former board members; alumni parents, and relatives of current families, primarily grandparents.
- Explore and pursue other sources of high-yield income or resource strategies including corporate partnerships, foundation funding and targeted giving, both direct and in-kind.
- Coordinate targeted cultivation, appreciation and stewardship events in support of the above.
- Monitor and provide advisory support to other fundraising efforts by parents, students and staff.
 Participate as required or requested in other school or community events.
- Supervise Development Assistant in his/her support duties and work to facilitate alumni attachment to PCS through specific strategic tactics based on an annual alumni engagement plan.
- With Head of School and other relevant staff, create timely and strategic messaging in support of PCS's development work and institutional program and mission/vision.
- Be a lead in maintaining, updating and improving the PCS website.
- Ensure proper evaluation and redirection of development efforts/goals via reports, reflection and solicited feedback.
- Manage donor relations/fundraising data system ensuring appropriate and timely coding and acknowledgement of donors and reporting for all stakeholders.

*This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

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- · Create polished solicitation, cultivation and case for support materials including event invitations, appeals, proposals, website documents and annual reports.
- · With the Development Committee Chair, prepare for and facilitate Development Committee meeting content, agendas, and minutes. Attend and contribute to other leadership meetings as required or requested.
- · Maintain current knowledge of charter school fundraising and internal community cultivation strategies. Stay abreast of PCS' position within the external Santa Cruz community.



Job Title: Pacific Collegiate School: Development Director

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	161 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

- . Ensure that fund development is carried out in keeping with PCS' values, mission, vision, policies,
- Ensure compliance with all relevant regulations and laws, adhere to highest level of confidentiality, maintain accountability standards to donors, and ensure compliance with code of ethical principles and standards of fundralsing.
- · Help position PCS as an asset to its internal and external communities. Professionally and diplomatically represent PCS.

Education

- Bachelor's degree required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

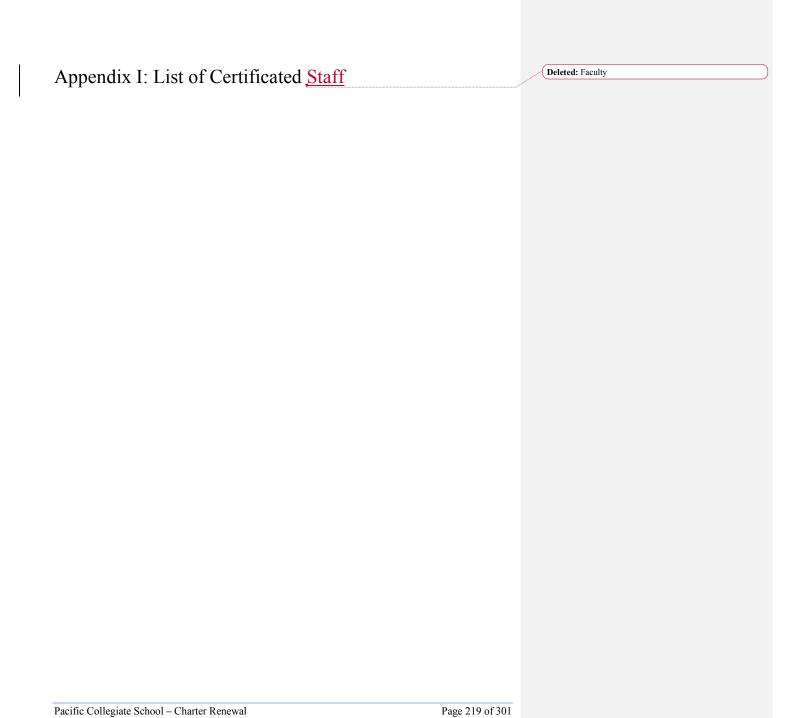
Work Experience

- Knowledge of Fundraising and Development practices.
- Knowledge of Fundraising and Development requirements related to school districts.
 Experience in presenting and preparing proposals.
- Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Interest in process improvement.
- Willing to adapt quickly to changes in direction.
 Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.
- · Can clearly communicate point of view yet fully support final decisions if difference from one's

*This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.



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) Specialist Instruction Credential in Special Education: Severely Handicapped Resource Specialist Added Authorization: Preliminary	1/1/24 1/1/24 11/1/19	180270724 180270725 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	(credential transfer from out of state in progress)		
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	

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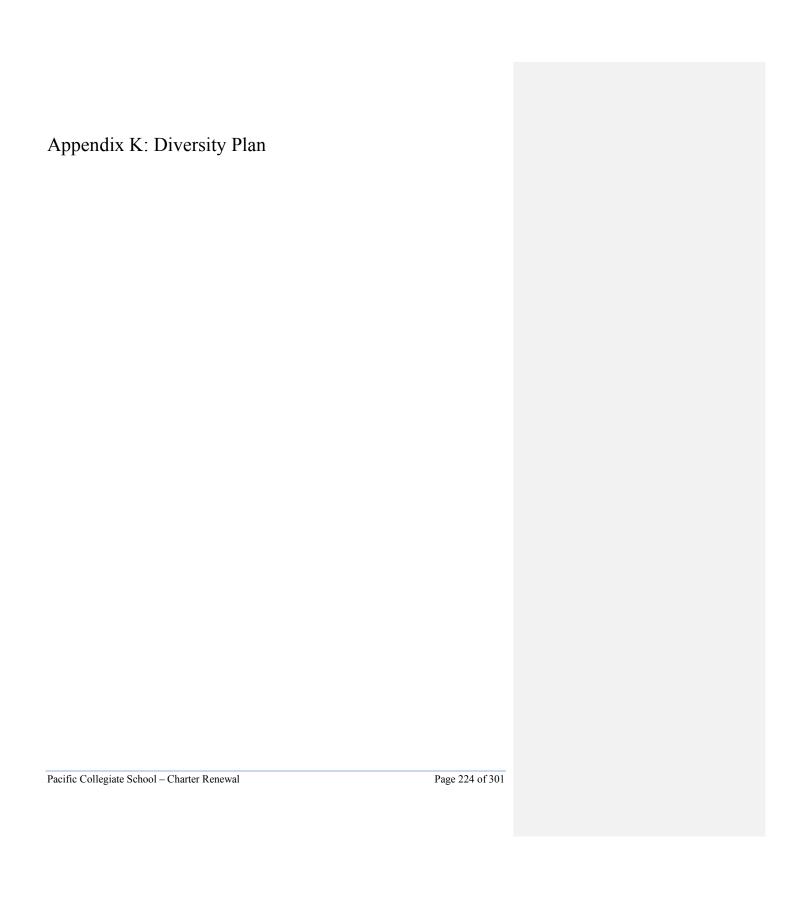
Anne Marie Hutchison	SS: Spanish	7/1/22	170133887	
Jimmy Kelly	SS: Social Science	2/1/21	160017017	
Mary Kelly	Short Term Staff Permit	(credential in progress)		
Emily Klein	Intern: English	9/1/20	180152287	
Bill Koens	SS: Math	10/1/21	160177566	
Trung Lai	SS: Math	10/1/20	170182523	
Jared Leake	Short Term Staff Permit	(credential transfer from out of state in progress)		
Robin Levy	Prelim: Multiple Subject Prelim: Dance and French	9/1/20 9/1/20	160043471 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 Sauceda	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 1801155		

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Staff Member	Position		
Emma Attard	Alumni Coordinator		
Janelle Christensen	Attendance Specialist		
Scott Crary	IT Specialist*		
Sarah de Sousa	College Counselor		
Peggy Gross	Senior Accounting and Budget Analyst		
Dan Hogan	Facilities Manager/Maintenance Lead		
Paula Kenyon	Development Director		
Sonya Kiernan	Administrative Assistant		
Silvia Morales	Outreach Coordinator		
Liz Musal	Study Hall Monitor/Community Service Coordinator		
Chad Paeglow	Food Service Coordinator		
David Ramos-Beban	Instructional Assistant*		
Barbara Smith	Registrar		
Caitlin Spohrer	ELL Instructional Assistant MS Clear Credential #190133129, exp. 9/1/24		
Stephen Taylor	Athletic Director		
Traci Turner	Senior Business Administrator		
Joanne Volpe	Speech Therapist Clinical/Rehabilitative Services Credential #160079623, exp. 6/1/21		

*Contractors/in-direct employees



Pacific Collegiate School Diversity Status Report and Action Plan (2020-2025) Deleted: ¶ Introduction and Vision Statement Overview of Progress to Date (2006-2019) Detailed Review of Progress on 2016-2020 Diversity Action Plan Deleted: Overview of 2020-2025 Diversity Action Plan 2021-2025 Diversity Action Plan Appendix A - Relevant Data Appendix B - Detailed Review of Past Diversity Plans Deleted: ¶ Pacific Collegiate School – Charter Renewal Page 225 of 301

Pacific Collegiate School Diversity Status Report and Action Plan (2020-2025) I. Introduction and Vision Statement Pacific Collegiate School (PCS) strongly values a student, faculty, staff, and board population that reflects the diversity of Santa Cruz County in all respects, including demography, socioeconomic status, race, ethnicity, culture, religion, gender identity, sexual orientation, and disabilities. A diverse PCS school community is central to our obligation as a public school to provide equal access and support for all community members seeking a high-quality, standards-based, college preparatory and fine arts education. Further, recent research underscores the contributions of diverse school communities to student learning, including critical thinking, communication and problem solving.[1] Deleted: 16 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. Deleted: II. Summary of Progress to Date (2006-2019) Deleted: ¶ **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 ky part of the school's program. Deleted: key Deleted: **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. Deleted: 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 Deleted: 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, Deleted: 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

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last five years there is no longer a strong correlation between students who transfer out before

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graduation and race or socioeconomic factors	Deleted: d
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.	Deleted:
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.	Deleted: 4
■ 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	Deleted: ^₄
• 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.	Deleted: ¶
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.	Deleted: 4
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.	Deleted:
Y	Deleted: ¶
III. Detailed Review of Progress on 2016-2020 Diversity Action Plan	Deleted:
The 2016-2020 Diversity Plan identified four particular measures PCS would evaluate and pursue during	Deleted: ¶
the 2016-2020 Diversity Plan identified total 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	
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ddress; (a) assessment of outreach efforts to date; (b) strengthening of existing partnerships with	Deleted:
community organizations and developing new community partnerships (e.g., with Digital Nest); and (c) implementation of creative new strategies for outreach.	
	Deleted: ¶
Status: The School implemented this goal by assessing outreach and requiring regular reporting to the	Deleted:
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	
nd English.	Deleted:
	Deleted: ¶
Sub-goal 1.2: Continue, Improve, and Expand Community Service/Partnerships. PCS committed to	Detecu.
ontinuing to foster community partnerships, with efforts to focus the program on the 3rd through 6th	
grade age group,	Deleted:
Status: These relationships continue to be developed. For example, in partnership with Davenport	Deleted: ¶
Resource Service Center and Looker, we led an English/Spanish bilingual coding camp at PCS in the	Deleted:
ummer of 2019.	
	Deleted: ¶
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 tudent body via a revamped website; and (c) examining all marketing materials to ensure the promotion	
of diverse student recruitment,	Deleted:
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Status: Each of these goals was addressed. For example, we addressed the misperception that PCS has uition or "required" donations and parent volunteer hours on our website, and produced bilingual	
narketing and informational materials for lottery information sessions,	Deleted:
Goal 2; Build an Inclusive and Supportive School Culture	Deleted: ¶
Joan 2, Bund an inclusive and Supportive School Culture	Deleted:
	Deleted: ¶
Sub-goal 2.1: First to College Families' Needs Assessments. The School committed to address how best of support diverse and FTC students and families in the school community with the goal of ensuring and emproving 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	Deleted: ¶
heir students' academic achievements and goals. The results contributed to the development of the 2015-	Deleted:
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	
lso reached out individually to Spanish speaking families to solicit their input on needs and priorities.	Deleted:
	Deleted: ¶
Sub-goal 2.2: Development of English Language Learner (ELL) Instructional Assistant Position, The	Deleted:
chool planned to establish an ELL support position to serve the needs of students for whom English is a econd language.	
ccond ranguage.	Deleted: ¶
Status; PCS began employing a part-time ELL Instructional Assistant in 2018. This position continues to	Deleted:
upport the needs of English Language Learners and Reclassified Fluent English Proficient students at CS.	Dittiu.
	Deleted: ¶
Sub-goal 2.3: Foster Student Involvement in Diversity Efforts. The School planned to invite one or two tudents annually to serve on the Diversity Committee and support related activities including outreach, chool activities, and website development.	
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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	Deleted: ¶
music composed by diverse composers, and developed unit and lesson plans across the curriculum to reflect a strong value for diversity.	Deleted:
*	Deleted: ¶
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,	Deleted:
independent, and/or private) local elementary schools do go through sixth grade, the series of PCS	Deleted: 6th
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).	
· · · · · · · · · · · · · · · · · · ·	Deleted: ¶
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	Deleted: ¶
racial and socioeconomic diversity of the School. Specifically, the argument that the addition of a 6th grade would support our diversity goals is strongly supported by the results of a recent study conducted by the Century Foundation, which has been researching and reporting on socioeconomic school integration programs that promote economic and racial diversity as a way of fostering social mobility and	
social cohesion for more than two decades. ^[2] Through an analysis of approximately 5,700 charter schools across all 50 states, the study finds that the most common strategy for promoting socioeconomic	Deleted: .17
integration used by districts and charters in California, is increasing the number of applicants to the	Deleted:
school lottery by using a combination of strategies, most of which include programs purposely designed to ease students' transition into middle school. Adding a 6th grade would significantly ease this transition for many prospective PCS students by eliminating the "double-jump" they currently must endure in attending three different schools for the 5th, 6th, and 7th grades. This change will benefit all students, but especially those FTC students who would disproportionately apply to the PCS lottery from the larger public elementary schools in Santa Cruz County, which do not serve 6th grade students. Accordingly, as part of the 2020 Charter renewal process, the School intends to seek a material revision of the charter that	Deleted: to
would remove this barrier to access.	
Goal 3: Board and Faculty/Staff Diversity Recruitment	Deleted:
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,	Deleted:
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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	 Deleted:
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.	 Deleted: ¶
Sub-goal 3.2: Faculty/Staff, PCS will review and revise its faculty and staff recruitment materials as well	 Deleted:
as its recruitment strategies with the goal of improving diversity,	 Deleted:
Status. The School has followed up on this goal, and has had some noteworthy recruiting successes,	 Deleted: ¶
particularly in the area of hiring women to teach advanced science and math courses in the curriculum, as	 Deleted:
well as hiring our first female Head of School after a nation-wide rigorous search process.	Deleteu.
•	 Deleted: ¶
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Goal 4: Expand Data Collection and Assessment	
Cub and Ada Data Callestics/Assessment Cub assessing The Dissessity Committee and the	
<u>Sub-goal 4.1: Data Collection/Assessment Subcommittee</u> . 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	 Deleted:
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	D.Lu. J.
graduation,	 Deleted:
Goal 4.2: Evaluate Feasibility and Potential Effectiveness of Further Lottery Refinements. Based on data	 Deleted: ¶
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.	
Control DCC and an about the stable later than the later than the stable control of the stable later and the stabl	 Deleted: ¶
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	 Deleted:
and either FTC and/or free and reduced meal eligibility. Based on this analysis, coupled with a recent	 Deleted:
study of barriers to access in Diverse by Design schools conducted by the Century Foundation. PCS has	 Deleted: 18
concluded that the most effective approach is to direct its efforts to the 6th Grade and the expansion of the	bittu.,
First to College preference in that lottery as discussed in Part IV below.	 Deleted:
	 Deleted: ¶
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	
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detailed in Section V below. Deleted: Recruit More Diverse Student Population. The Board and Head of School will jointly investigate the possible benefits and impacts of creating a 6th grade with a 50% lottery preference for underrepresented students, as identified by First to College (FTC) status and/or Free and Reduced Price Meal (FRPM) eligibility (or other diversity-targeted metrics), in order to ease the transition between elementary, middle, and high school for underrepresented students and thereby increase the likelihood of their applying to PCS, and to provide an additional opportunity for student support separate from the existing program and course sequence. **Deleted:** As part of this initiative, PCS may create 1-2 pilot section(s) to determine feasibility before launching a full 6th grade program. Build Mechanisms for Student Support. The Head of School will lead efforts focused on teacher Deleted: 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. Deleted: 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. Deleted: 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, Deleted: Deleted: **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. Deleted: Deleted: 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. Deleted: Goal A: Recruit More Diverse Student Population. If approved as a material revision to the charter, the Deleted: 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 Deleted: may material revision to the charter to create a 6th grade program with up to 44 students. Deleted: 1-2 pilot section(s) to determine feasibility before launching a full When PCS was founded, it was aligned with the then-existing grade-year division between elementary Pacific Collegiate School - Charter Renewal Page 231 of 301

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 <u>sixth</u> grade to PCS <u>through an approved material change to the charter</u> 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 oth grade program (if approved through material revision of the charter) because it will allow PCS to attract and enroll more diverse cohorts of students, feeding more equitably from all local elementary schools, rather than the select few that currently include a 6th grade. A five-year longitudinal analysis of PCS feeder schools revealed that 30-40% of PCS 7th grade enrollment feeds from private or small schools that are not as diverse as our surrounding public elementary and middle schools. A closer look reveals that 21% of our enrollment from public feeder schools represents those somewhat less diverse public elementary sites who offer a 6th grade, which means that less than half (49%) of PCS enrollment each year feeds from more diverse public middle schools, after students have attended 6th grade elsewhere. Thus, we believe the lack of a 6th grade at PCS to be a hindrance to achieving parity with our surrounding schools and community.

If approved through material revision of the charter, this approach will also ease the transition to middle and high school, as students will transfer to PCS directly from elementary school, rather than having to transition twice between elementary, middle and high school. This opportunity would be particularly impactful for FTC students who are less likely to be transitioning to PCS from private schools, which often offer a sixth grade. Developing a 6th grade program will require considerable preparation. These efforts will include an intentional turn toward a nurturing learning and social atmosphere designed to meet the needs and circumstances of younger students. Moving forward, we need more research to effectively shape our program into one that encourages true equity, rather than one that simply promotes access as a single step of progress. If approved as a material revision to the charter, the following specific activities will help PCS reach this goal:

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1. Engage stakeholders in a discussion of the possible benefits, impacts, and hurdles in launching a			
sixth grade		Deleted: pilot 6th	
2. Redoubling efforts with community partnerships that will yield a greater number of diverse	The same of the sa	Deleted:	
applicants,		Deleted:	
3. Evaluate if additional selection metrics, in addition to FTC and FRPM eligibility, may help to further diversity efforts.		Deleted:	
ruruici diversity choris		Deleteu.	
PCS intends to proceed with actions listed above as 2 and 3 regardless of the outcome of our request fo material revision to the charter for the sixth-grade. We remain committed to increasing diversity at PCS in the future, and will adjust lottery priorities for underrepresented students, foster positive community partnerships, and continue to explore a variety of outreach efforts towards our goal of recruiting a more diverse student population.	<u>.</u>		
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.		Deleted:	
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." ¹⁴ By establishing an MTSS system, PCS will create greater opportunity to identify and		Deleted: ." ¹⁹	
intentionally respond to students' individual learning needs with necessary services and supports		Deleted:	
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 _¶		Deleted:	
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.		Deleted:	
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		Deleted:	
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2. Professional Development focused on culturally responsive pedagogy, Universal Design for Learning, and instructional strategies to support the success of diverse learners	
2 AVID D L'	Deleted: ¶
 AVID Partnership a. Professional development for PCS faculty and staff on schoolwide structures and strategies that accelerate student learning and close achievement gaps b. Access to resources, materials, and consultation services proven to support the success of 	
first-to-college students	Deleted:
 Parent education materials and strategies, targeted to support for first-to-college students and their families 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. While PCS recognizes that all students benefit from learning in a more diverse school environment, research suggests	Deleted: ."20
"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."61	Deleted: ."21
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	Deleted:
The Cille is a second control with a property of the circumstance	
The following specific activities will help PCS reach the above goal: 1. Outreach and communication with local teacher preparation/credential programs 2. Participation in regional teacher recruitment fairs	
3. PCS representation in forums and networks focused on diversity in education	
Goal D: Build an Inclusive and Supportive School Culture. The Head of School will lead efforts to build an inclusive and equitable school culture and climate to support the academic success, and social and emotional well-being of every student. This initiative may expand classified staff hours to support diversity, equity and inclusion efforts in addition to engaging expertise on equity to support multi-	
stakeholder development.	Deleted:
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	
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n and training about equity, explicit and implicit bias, structural elated to DEI. To do this, PCS will continue to engage outside expertise despand a multi-year learning process for the Board, teachers, staff, Deleted:
es will help PCS reach the above goal:
n Consultancy. PCS will provide a series of learning opportunities for staff ng DEI. This will take a variety of forms including targeted support from rofessional learning for the Board, and faculty and staff, as well as student Deleted:
augment prior classified staffing to extend outreach and recruitment and family engagement to further support and retain diverse students and
perment. PCS will identify an annual cohort of student leaders who will be serve as mentors and leaders for positive school culture building at PCS on or similar), Student Voices (Head of School advisory and action Deleted:
ulum and Instruction. Building on the intentional work PCS teachers have and strategies in curricula and learning strategies, academic departments phance instruction by identifying resources, materials, and learning pally reflect PCS's value for diversity and inclusion.
on and Assessment. PCS plans to refine current methods and standards of of uncovering any gaps in achievement within the student population and rable students. Such metrics will be used to intentionally deploy resources strated achievement gaps.
ievement gaps between different groups of students has become the focus the to build on this research by expanding and refining our own research is associated with increased student performance, with an aim to close any PCS. We plan to survey current policies and practices in order to provide it classroom data. Deleted:
es will help PCS reach the above goal:
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nent for Teachers. We plan to use data assessment to help teachers shieving students and receive professional development on linking low-
ructional strategies, Deleted:
Close Achievement Gaps. We will can establish reasonable roadmaps to surable goals for each racial or socioeconomic subgroup to close the ollect and analyze data more effectively might include contracting with a
trives toward improving multiple measures of student performance, we will ts directly into department and individual teachers' professional goals. rase "closing the gaps" becomes less aspirational and will give departments
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trives toward improving multiple measures of student performance, we will to department and individual teachers' professional goals. Tase "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

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School Year	Grade 7	Grade 8	Grade 9	Grade	Grade	Grade	Total	<u>SCHS</u> 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

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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

 $3. \underline{Percentage\ of\ PCS\ Students\ Reported\ as\ Eligible\ for\ Free\ and\ Reduced\ Lunch}$

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 <mark>,</mark>
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

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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)								
_	G	PA	% who Met or Exceeded the Standard on CAASPP						
Class	Junior High	High School	7th ELA	7th Math	8th ELA	8th Math	11th ELA	11th Math	% of AP Exams with 3, 4, or 5
2017	2.62	2.965					83% (n=6)	50% (n=6)	85% (n=21)
2018	2.45	2.76			60% (n=10)	50% (n=10)	88% (n=8)	75% (n=8)	58% (n=12)
2019	3.057	3.338			60% (n=10)	50% (n=10)	88% (n=10)	75% (n=10)	63% (n=23)
2020	2.494	2.777	75% (n=8)	50% (n=8)	75% (n=8)	38% (n=8)			61% (n=18)
2021	2.640	2.934	29% (n=7)	29% (n=7)	43% (n=7)	29% (n=29)		_	75% (n=8)
2022	2.832	3.738	75% (n=8)	50% (n=8)	83% (n=6)	50% (n=6)			

5.PCS Student Diversity Results

Key student diversity categories are combined for comparison.

¥	Total Enrollment*	FTC Students**	Hispanic Students	
2019-2020	543	45 8.3%	7914.6%	
2018-2019	545	44 8.3%	79, 14.5%	
2017-2018	537	39 7.2%	8315.3%	
2016-2017	522	417.9%	80 <u>15.1%</u>	
2015-2016	518	367%	74, 14.3%	
2014-2015	508	33 6.4%	82 <u>, 16.1%</u>	
2013-2014	504	265%	7014.0%	

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* grade combined.

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6. 2017-2018 Ethnic Diversity Index - Santa Cruz County Schools

School	Ethnic Diversity Index	Enrollment
San Lorenzo Valley High	23	726
San Lorenzo Valley Middle	26	538
Scotts Valley High	32	802
Scotts Valley Middle	30	562
Pacific Collegiate School	34	537
Aptos High	40	1,478
Mission Hill Middle	44	615
Santa Cruz High	40	1,062
Branciforte Middle	42	482
Soquel High	42	1,155
Harbor High	40	926
All Santa Cruz County public schools	39	40,393

2017-2018 scores from the California Department of Education's (CDE) state-wide Ethnic Diversity Index (EDI) web site (http://www.ed-data.org/) for selected Santa Cruz County middle and high schools. The CDE recognizes seven racial categories. EDI values close to 100 indicate a school has a fairly even distribution of students among the seven categories. Numbers closer to 0 indicate that students are predominantly from a single racial group.

For the March 2011 admissions process, PCS received 24 applications for the Pilot FTC Lottery. With 56 seats available in 7th grade in 2011, the Principal directed school staff to set aside six seats for Pilot FTC Lottery applicants, leaving 18 on the Pilot FTC Lottery wait-list. Four of the 24 Pilot Lottery applicants were of Hispanic origin. One of the wait-listed Pilot FTC Lottery applicants was admitted to the 7th Grade via the larger general lottery and two more of the Pilot FTC Lottery applicants were subsequently admitted to 7th grade from the regular wait-list in the months following the lottery. The outcome was that nine of the 24 students who sought admission to PCS via the Pilot FTC Lottery program earned seats in 7th grade for the 2011-2012 school year; one more entered post-lottery for a total of 10 FTC students. Despite that outcome, the result of the lottery was that none of the Hispanic applicants were offered admission through the combined lottery process.

Regarding FTC student retention for this initial FTC lottery cohort, six of the initial 10 students have continued on to become current seniors (in the current 2016-2017 school year), a 60 percent retention which is identical to the retention for this senior class as a whole starting from 7th grade. However, it

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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° 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^a 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° 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° 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° grade, including 25 applications for the FTC lottery. Of the 25 FTC applicants, 4 were siblings of currently attending students

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and 3 of these siblings identified as Latino. Five FTC applicants did not attend the required Lottery Information meeting. The total number of applicants eligible for the FTC lottery were 16. Ten seats were set aside for the FTC lottery. Of the 10 applicants receiving FTC seats, only 1 identified as Latino. Four additional FTC applicants received seats in the general lottery, with two identifying as Latino. One of these 4 FTC applicants declined to enroll after the lottery.

D. WASC Plan Diversity Goals

Action Item 2: Increase academic support to First to College (FTC) students

Tasks	Responsible Parties	Progress Assessments	Timeline	Progress Reports
Establish baseline metrics for FTC student academic tracking to be collected, compiled and evaluated annually	Administration Outreach Coordinator Diversity Committee Faculty	Creation of a template for data collection	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration
Survey parents of FTC students annually to determine effectiveness of systems and support	Administration Outreach Coordinator Diversity Committee	Create survey Compile data	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration
Analyze metrics and survey results and make adjustments to provide appropriate support for FTC Students	Administration Outreach Coordinator Diversity Committee Faculty	FTC support plan	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration

E. 2015-2018 Strategic Plan Diversity Goals

- 2. Foster a positive school culture to enhance student engagement.
- 2-B. Continue to increase diversity at every level within the school community.

VII. Appendix B – Detailed Review of Past Diversity Plans

Review of 2006-2011 Diversity Plan and Progress

The original 2006-2011 Diversity Plan included six elements. Those elements, and the progress made on those ideas since that time, are as follows:

1. Retention of Outreach Coordinator. In January of 2007, PCS created and funded a paid staff position for an Outreach Coordinator. The original PCS Outreach Coordinator served in that capacity until the end of the 2015-2016 school year. The Diversity Committee expended significant efforts on recruitment for this position in the fall of 2016, which resulted in the hiring of a new Outreach Coordinator in December

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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. <u>Development of PCS Community Outreach Program</u> . The PCS Community Outreach program started immediately and has included dissemination of information about PCS and upcoming events through the school website and local newspapers and other means. The Outreach Coordinator has supervised the dissemination of information to area schools, community centers, libraries, after-school programs, health clinics, religious institutions, local businesses, and other places where families of diverse backgrounds	
might be reached, [7] The Outreach Coordinator has attended a wide variety of community events to raise awareness of PCS and the procedures for admission. PCS has developed community partnerships to	Deleted: . ²²
facilitate positive interactions between PCS students and staff and Santa Cruz community members, including tutoring, mentoring, and other community service projects. Prior to the annual admissions	Deleted: 23
lottery, which is typically held in March, PCS conducts at least three information meetings for students and their families. These meetings are widely advertised in English as well as Spanish, and Spanish language interpretation is available at each meeting. All literature, handouts and PowerPoint presentations are translated into Spanish. The PCS website has a translation feature so that the website material can be instantly converted to Spanish. PCS also has staff members who are fluent Spanish speakers who can support prospective families and students with the application process. The online admission application is available in both Spanish and English and hard copies of both applications are available on campus for those not able to access information via the Internet.	
4. Development of Pilot "First to College" (FTC) Program Affecting PCS Lottery. The combination of open public access and high academic standards has resulted in significantly more demand for PCS admission than there are spaces available for students. Pursuant to California State charter school law, PCS holds an annual public lottery for admissions. The lottery is widely publicized, open to all - there are	
no tests and no application fees - and is completely transparent. 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	Deleted: . ²⁴
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.)	(Milla)
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. Study hall is available for students	Deleted: 25
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.	Deleted:
In 2011, PCS refined its "7th/8th Academic Support" position, a job that focuses exclusively on working	

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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. Deleted: 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. Deleted: 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. Deleted: 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. Deleted: Deleted: 2011-2015 Diversity Plan and Progress The 2011-2015 Diversity Plan identified five measures PCS would evaluate and pursue. Those Deleted: 26 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 Pacific Collegiate School - Charter Renewal Page 243 of 301

participated. During the 2015-2016 year, about 20 students from Beach Flats and an additional 20 students from the Live Oak community participated and there was a waitlist of about the same numbers from each community to join the program, the total number participating being limited due to transportation issues. The program has been a tremendous success, although Barrios Unidos has found it challenging to continue transportation funding [12]_In conjunction with the tutoring program, PCS has Deleted: .27 been involved in potluck community events with Barrios Unidos parents. The events have been at both PCS and in the Beach Flats Community Center, [13] Through both the tutoring program and the Deleted: 28 community events, families who might not have even been aware of PCS have now been introduced to PCS in a positive and welcoming manner, and some of those families have applied for the PCS lottery, [14] Deleted: 29 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. Deleted: In 2015, PCS began a program called the AP Base Camp to help incoming 10th through 12th grade students prepare for the Advanced Placement (AP) courses and exams specifically and the increased academic expectations of the upper grades in general. The AP Base Camp is an 8-day program held over the summer for two hours per day. The program focuses on the skills of reading a textbook, outlining, and preparing for quizzes/assessments. Up to 50 students may enroll, and preference is given to new students as well as those recommended by teachers. College Test Prep resources were offered for the SAT and ACT tests beginning in the 2014-2015 school year, and in 2015 these resources became free to all students. The PCS college counselor provides financial aid workshops for parents and helps families prepare the Free Application for Federal Student Aid (FAFSA). 3. Evaluation and Refinement of Lottery. In 2014, the PCS Board of Directors permanently adopted the FTC Lottery, based on the results of the PCS FTC Pilot Lottery Study, with amendments adopted following discussions during the COE Board of Education Trustees' Charter School Committee meeting on October 7, 2014. Pursuant to the October 2014 amendments, the admission reserve for FTC students will increase from 10 percent to 15 percent in increments of one percent per year for five years starting in the 2015-2016 school year. This will result in the following admissions reserves: 11 percent for the 2015-2016 school year, 12 percent for the 2016-2017 school year, 13 percent for the 2017-2018 school year, 14 percent for the 2018-2019 school year, and 15 percent for the 2019-2020 school year, after which it will remain at 15 percent, Deleted: 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.

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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.

Deleted:

[11] Ayscue, Jennifer Erica Frankenberg, and Genevieve Siegel-Hawley

(2017) The complementary benefits of racial and socioeconomic diversity in schools. Research Brief #10. The National Coalition on School Diversity. Available at: https://school-

diversity.org/pdf/DiversityResearchBriefNo10.pdf

[2] Potter, H. and Quick, K. (2018). Diverse-by-Design Charter Schools. The Century Foundation. Accessed at https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1

[3] Potter, H. and Quick, K. (2018). Diverse-by-Design Charter Schools. The Century Foundation. Accessed at

 $\underline{https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1}$

[4] California Department of Education, Multi-Tiered Systems of Support, accessed at https://www.cde.ca.gov/ci/cr/ri/

[5] Carver-Thomas, D. (2018). Diversifying the teaching profession: How to recruit and retain teachers of color. Palo Alto, CA: Learning Policy Institute.

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Appendix L: <u>Proposed Schedule and Timeline for Planning Sixth Grade Program</u>

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PACIFIC COLLEGIATE SCHOOL PROPOSED SCHEDULE FOR SIXTH-GRADE PROGRAM

<u> Class #1</u>				***************************************
Monday	Tuesday	Wednesday	Thursday	<u>Friday</u>
Period 1 & 2 8:15-10:17 Humanities Core ELA/ELD/History	Period 1 8:15-10:00 Humanities Core ELA/ELD/History	Period 2 8:15-10:00 Humanities Core ELA/ELD/History	Period 1 8:15-10:00 Humanities Core ELA/ELD/History	Collaboration Late Start Period 2 9:00-10-45
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	9:00-10-45 Humanities Core ELA/ELD/History
Deci-12 9.4	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
Period 3 & 4 10:32-12:31 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00–12:45 STEM Core Math/Science
<u>LUNCH</u> <u>12:31-1:11</u>			NCH 5-1:25	
Period 5A 1:16-2:13 Visual Arts	Period 5A 1:30-2:20 Visual Arts	<u>Period 6B</u> 1:30-3:15	Period 5A 1:30-2:20 Visual Arts	Period 6B 1:30-3:15
Period 6A 2:18-3:15 Wellness (Health/Physical Education)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)	World Explorers (Language/Art/Music/Culture)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)	World Explorers (Language/Art/Music/Culture)
	<u>. </u>			

IASS	#4

Monday	<u>Tuesday</u>	Wednesday	<u>Thursday</u>	<u>Friday</u>
Period 1 & 2 8:15-10:17 STEM Core	Period 1 8:15-10:00	Period 2 8:15-10:00	Period 1 8:15-10:00	Collaboration Late Start
Math/Science	STEM Core Math/Science	STEM Core Math/Science	STEM Core Math/Science	<u>Period 2</u> 9:00-10-45
<u>BREAK</u> 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	STEM Core Math/Science
Deci: 12.9.4	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
Period 3 & 4 10:32-12:31 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00–12:45 Humanities Core ELA/ELD/History
<u>LUNCH</u> 12:31-1:11			NCH 5-1:25	

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Deleted: ¶
PCS Curriculum —

The hallmarks of PCS curriculum for grades 7-12 are high academic and behavioral expectations, small school environment, and small class size that allows for an individualized learning experience. The curriculum is rigorous and relevant, engaging students in real-world problem solving. Technology plays an integral role in learning across the curriculum. From the school's earliest days, student outcomes have demonstrated the positive impact of this approach; a sixth-grade program at PCS will thus place an emphasis on preparing students with the academic and social-emotional skills they will need to be successful at PCS and beyond. ¶

A sixth-grade program at

Period 5A 1:16-2:13 Wellness (Health/Physical Education)
Period 6A 2:18-3:15

Visual Arts

Period 5B 1:30-3:15 World Explorers Language/Art/Music/Culture) Period 5A
1:30-2:20
Wellness
Health/Physical Education)

| 1:30-3:15 | World Explorers | (Language/Art/Music/Cultur | Visual Arts | Visual Explorers | Visual Arts | Visual Explorers |

Period 5B

Period 5A
1:30-2:20
Wellness
alth/Physical Education

Period 6A 2:25-3:15 Visual Arts **Deleted:** will be guided by the same five organizing principles central to PCS's curriculum and program:

Deleted: 1. Coherent content, aligned to CCSS and NGSS academic standards¶

- Integration and coordination within the humanities, especially English and history
- 3. Integration of science and mathematics
- International and cross-cultural focus, including the study of world languages¶
- 5. Integration of visual and performing arts

We believe that all students are capable of passing Advanced Placement ("AP") exams if the students are in a climate where that is expected of them, and they are given sufficient support to achieve this goal. In each field, we want students to be prepared to take and pass AP exams; preparation is therefore made in earlier grades for the eventual AP examinations.

The addition of a sixth-grade at PCS will provide students with even more opportunity to develop the foundational skills and knowledge and study skills needed to support their success in rigorous college preparatory courses. The vertical course alignment at PCS will be extended to ensure that the sixth-grade curriculum provides important academic advantages for all students. Curriculum, assignments, and assessments will be developed to ensure students in sixth-grade gain the foundational knowledge and skills necessary for success in 7th grade PCS courses, and beyond. Interventions and support systems, similar to those utilized for 7th_12th graders, will be put into place to ensure that sixth-grade students are successfully progressing.

Academic Standards for Sixth-grade

In addition to preparing our youngest students with the skills and knowledge they will need for future academic success at PCS, our sixth-grade curriculum will include instruction in alignment with Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS), and History-Social Science Framework. For grade six, standards-aligned instruction will include: ¶ English instruction to develop students' abilities to ¶

English instruction to develop students' abilities to Demonstrate command of the conventions of standard English grammar and usage when writing or speaking [5]

Deleted: sixth-grade

Deleted: 6-12

Moved (insertion) [5]

Moved up [5]: <#>Identify any facilities enhancements needed to support sixth-grade¶

Deleted: Begin recruitment

Deleted: hiring process

Deleted: sixth-

Deleted: teacher/team

Deleted: 3-Deleted: days for

Deleted: <#>Order texts, materials, and supplies

PACIFIC COLLEGIATE SCHOOL

TIMELINE FOR PLANNING AND PREPARATION OF SIXTH-GRADE PROGRAM

Recognizing that the addition of a sixth-grade at PCS will require a curriculum and program intentionally designed to meet the unique developmental and academic needs of younger students, PCS proposes the following planning timeline to prepare for the successful launch of a sixth-grade program.

18 months prior

- Jdentify any facilities enhancements needed to support sixth-grade
- Begin facilities upgrade projects (e.g. improvement to outdoor play space)
- Engage academic specialists, PCS Department Chairs and teachers in developing curriculum map for proposed sixth-grade, aligning to knowledge and skills needed for success in PCS 7-12 program
- Write job description for sixth-grade teacher/team

12 months prior

- Begin recruitment and hiring process for sixth-grade teacher/team
- Select textbooks and instructional materials to support proposed sixth-grade curriculum
- Outreach and preparation for annual lottery, including applications for 6th grade program

6-9 months prior

- Hire, onboard, and orient new teacher/team to PCS
- Engage sixth-grade teacher/team in professional development needed to support program goals (e.g. AVID and CCSS training)
- Connect sixth-grade teacher/team to appropriate networks of support (e.g. SCCOE Curriculum and Instruction specialists, AVID program directors, SCNTP mentors)
- Begin instructional planning and curriculum development by sixth-grade teacher/team with support from colleagues/Department Chairs (ELA/ELD, Math, Science, History, World Language, Visual and Performing Arts)

3-6 months prior

- Annual lottery and PCS enrollment, including for 6th grade program
- Develop plans for sixth-grade Base Camp (orientation, academic skills, and team-building). This
 will be distinct from 7th Grade Base Camp when there are 1-3 sections of sixth-grade; it will
 replace 7th Grade Base Camp as PCS orientation if/when there is a full sixth-grade
- Order texts, instructional materials, and supplies

1-3 month prior

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Finish instructional planning days for sixth-grade teacher/team			
Finish instructional planning days for sixth-grade teacher/team <u>Sixth-grade Parent Orientation and Welcome</u> <u>Sixth-grade Base Camp</u>	Deleted: sixth		
Sixtii-grade base Camp			

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Appendix M: Net Lease Agreement with Pacific Collegiate Foundation

Deleted: Foundations

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NET LEASE AGREEMENT
between
Pacific Collegiate Foundation
as "Landlord"
and
Pacific Collegiate School
as "Tenant"
(3004 Mission Street, Santa Cruz, California, 95060)

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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
- Leasable Area of Building: An approximately 46,800 square feet building ("Building"), exclusive of
 modular building site.
- 6. Term: The period of time commencing on the Commencement Date (as defined in Section 7 of this Basic Lease Information below), and ending on the date (the "Expiration Date") that is the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date.
- 7. Anticipated Commencement Date: September 1, 2015
- 8. Base Rent: See Section 3.1
- 9. Landlord's Address for Payment of Rent and Notices:

PO Box 8166 Santa Cruz, California, 95061

10. Tenant's Address for Notices:

The Premises, and prior to the Commencement Date to:

255 Swift Street Santa Cruz, California, 95060

The Basic Lease Information set forth above is part of the Lease and capitalized terms shall be defined terms in the Lease. In the event of any conflict between any Basic Lease Information and the Lease, the Lease shall control.

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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:

- 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.
 - 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 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 monthily installiments.
- (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 transite rtraffic 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" (as defined in Section 8 Tenant's Taxes), "Tenant's Taxes" (as defined in Section 8 Tenant's Taxes), "Tenant's Taxes" of 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'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

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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.

USE AND COMPLIANCE WITH LAWS.

Use; Permitted Encumbrances; Suitability of Premises.

(a) <u>Use.</u> 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) <u>School Operations</u>. 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.

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(c) <u>Permitted Encumbrances</u>. 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

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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.

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.

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- 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.

MAINTENANCE AND REPAIRS.

- 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 warrantees 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

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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 <u>Direct Payment by Tenant</u>. 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.

INSURANCE.

10,1 Tenant's Insurance.

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- (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 propryt 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 Landlord.
 All endorsements affecting such additional insured status shall be acceptable to Landlord.

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- (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 <u>Landlord's Insurance</u>. 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.
- 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 <u>Landlord's Right to Terminate</u>. 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

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(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 <u>Tenant's Right to Terminate</u>. If all or a substantial part of the Premises are rendered untenantable 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 <u>Waiver</u>. 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.

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

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terminate this Lease, effective as of the Date of Condemnation, by notice to Tenant within thirty (30) days after the Date of Condemnation.

- (c) If all or a portion of the Premises is temporarily taken by a Condemnor (in a manner that does not materially affect Tenant's school operations from the Premises) for a period not extending beyond the end of the Term, this Lease shall remain in full force and effect.
- 12.3 Restoration. If this Lease is not terminated as provided in Section 12.2 Effect on Lease, Landlord, at its expense, shall diligently proceed to repair and restore the Premises to substantially its former condition (to the extent permitted by then applicable Laws) and/or repair and restore the Building to an architecturally complete school building; provided, however, that Landlord's obligations to so repair and restore shall be limited to the amount of any Award received by Landlord and not required to be paid to any Mortgagee (as defined in Section 19.2 below). In no event shall Landlord have any obligation to repair or replace any improvements in the Premises beyond the amount of any Award received by Landlord for such repair or to repair or replace any of Tenant's personal property, Trade Fixtures, or Alterations.
- 12.4 Abatement and Reduction of Rent. If any portion of the Building is taken in a
 Condemnation or is rendered permanently untenantable by repairs necessitated by the Condemnation, and this Lease
 is not terminated, the Base Rent and Additional Rent payable under this Lease shall be proportionally reduced as of
 the Date of Condemnation based upon the percentage of rentable square feet in the Building so taken or rendered
 permanently untenantable. In addition, if this Lease remains in effect following a Condemnation and Landlord
 proceeds to repair and restore the Premises, the Base Rent and Additional Rent payable under this Lease shall be
 abated during the period of such repair or restoration to the extent such repairs prevent Tenant's use of the Premises.
- 12.5 Awards. Any Award made shall be paid to Landlord, and Tenant hereby assigns to Landlord, and waives all interest in or claim to, any such Award, including any claim for the value of the unexpired Term; provided, however, that Tenant shall be entitled to receive, or to prosecute a separate claim for, an Award for a temporary taking of the Premises or a portion thereof by a Condemnor where this Lease is not terminated (to the extent such Award relates to the unexpired Term), or an Award or portion thereof separately designated for relocation expenses or the interruption of or damage to Tenant's business or as compensation for Tenant's personal property, Trade Fixtures or Alterations.
- 12.6 Waiver. Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure Section 1165.130 and any other applicable existing or future Law allowing either party to petition for a termination of this Lease upon a partial taking of the Premises.

13. ASSIGNMENT AND SUBLETTING.

- 13.1 <u>Landlord's Consent Required</u>. 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.

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- 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.

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 under any state or federal bankruptey 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

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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.

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SURRENDER AND HOLDING OVER.

- 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-ininterest 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.

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

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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 <u>Self-Executing.</u> 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 <u>Financial Statements</u>. 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.

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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.

ATTORNEYS' FEES.

- 22.1 <u>Disputes between Landlord and Tenant</u>. 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, indgment, 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.

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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 to 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 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.

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- 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:	TENANT:
PACIFIC COLLEGIATE FOUNDATION, a California nonprofit public benefit corporation	PACIFIC COLLEGIATE SCHOOL, a California nonprofit public benefit corporation
By:Thomas D. Morell	By:Peter Rode
Its: President	Its: President
Date:	Date:

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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 <u>Drawings Prepared By Architect.</u> 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 <u>Tenant Improvements</u>. Landlord shall, at Landlord's expense, construct the tenant improvements (the "Tenant Improvements") based upon the approved Final Construction Specifications described above.

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- 3.2 <u>Contractor.</u> Bogard Construction, Inc. ("Contractor") has been retained by Landlord 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 Finall 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 <u>Substantial Completion</u>. 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 Completee.") 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

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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.

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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:

- 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. <u>Interim Arrangmements for Payment of Base Rent.</u> 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.

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- 3. <u>Same Terms and Conditions</u>. 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. <u>Counterparts.</u> 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. <u>Capitalized Terms</u>. 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
TENA	ANT:
	FIC COLLEGIATE SCHOOL, fornia nonprofit public benefit corporation
	By:
	Name: Connie Smith
	Title: Board President

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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."
- 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

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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.

Annual Reconciliation of Financing Rent.

(a) <u>Rent Generally.</u>

- (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.

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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.
- <u>Capitalized Terms</u>. Capitalized terms used in this Amendment without definition shall have the same meanings given to such terms in the Lease.
- 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

Name: Connie Smith Title: Board President

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THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this "Third Amendment"), is entered into to be effective as of June 15th, 2018 (the "Effective Date"), by and between Pacific Collegiate Foundation, a California nonprofit public benefit corporation ("Landlord"), and Pacific Collegiate School, a California nonprofit public benefit corporation ("Tenant").

Recitals

- A. Landlord and Tenant entered into that Net Lease Agreement dated for reference purposes as of April 1, 2015 ("Original Lease"), for land, a Building, and other improvements located at and commonly known as 3004 Mission Street, Santa Cruz, California (the "Premises"). The Original Lease was amended by that certain First Amendment to Lease dated as of November 10, 2015 and by that certain Second Amendment to Lease dated as of August 1, 2016 ("Second Amendment"), and as so amended is referred to in this Third Amendment as the "Lease."
- B. The Lease contemplates that (subject to a maximum amount of Five Hundred Thousand Dollars (\$500,000) per annum), the Base Rent payable by Tenant to Landlord will reflect the costs of financing the total costs of acquiring the Premises, and constructing the Premises for Tenant's use.
- C. The current Lease Term extends to the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date. The Landlord now wishes to amend the lease to include, at the end of the initial one hundred and twenty month Term, the right for Tenant to extend the Lease Term for an additional one hundred twenty (120) full calendar months.
- D. The Second Amendment, amended the Original Lease to add language defining the rights and obligations by both parties pursuant to the "Annual Reconciliation of Financing Rent". This Third Amendment is intended to eliminate certain language relating to the repayment of deficiencies and resolving issues associated with overpayments.
- E. In addition, the Second Amendment defined the "Financing Year" to be the 12 month period of time between August 1st of every calendar year through July 31st of the subsequent year. In order to resolve the inherent conflict between public school accounting schedules and the Financing Year listed in the Second Amendment, this Third Amendment alters the Financing Year to instead run between July 1st of every year thru June 30th of the following year.

Amendment

Landlord and Tenant hereby agree to amend the Lease as follows:

1. Option to Extend. The Landlord hereby grants the Tenant an option to extend the Expiration Date of the lease by up to 10 years in any increment desired by Tenant, such option to be exercised in writing by tenant at any time during the current term of the Lease, but not less than 6 months prior to the current Expiration Date of the Lease. Upon exercise of this Option to Extend, the

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applicable rent shall still continue to be the lesser of the Base Rent as so defined and \$500,000 per annum.

2. Annual Reconciliation of Financing Rent.

(a) Rent Generally

- (1) Prior to April 1st of each Financing Year, Landlord shall notify Tenant of Landlord's estimate of the Annual Financing Rent for the following Financing Year. Commencing on the first day of the Financing Year and continuing on the first day of every month thereafter in such year, Tenant shall pay to Landlord one-twelfth (1/12th) of the estimated Financing Costs. If Landlord thereafter estimates that Financing Rent for such year will vary from Landlord's prior estimate, Landlord may, by notice to Tenant, revise the estimate for such year (and Financing Rent shall thereafter by 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 insect Landlord's records. Tenant must give reasonable notice to the Landlord of the request for inspection, and the inspection must be conducted in a reasonable location and at a reasonable time or times. If, after the inspection, Tenant still disputes the Financing Rent, a certification of the proper amount shall be made, at Tenant's expense, by Landlord's independent certified public accountant. This certification shall be final and conclusive. Any objection of Tenant to the Statement and resolution of any dispute shall not postpone the time for payment of any amounts due Tenant or Landlord based on the Statement, nor shall any failure of Landlord to deliver the Statement in a timely manner relieve Tenant of Tenant's obligation to pay any amounts due Landlord based on the Statement.
- (3) If Tenant's Financing Rent as finally determined for the Financing Year exceeds the total payments made by the Tenant on account thereof, Tenant shall pay Landlord the deficiency within thirty (30) days of Tenant's receipt of Landlord's statement. If the total payments made by Tenant on account thereof exceed Tenant's Financing rent for the Financing Year, Tenant's excess payment shall be credited towards the Financing Rent next due from the Tenant pursuant to the Lease for the subsequent Financing Year.
- 3. Financing Year. The "Financing Year" as used in the Lease shall be the twelve (12) consecutive month period of time starting on July 1st and running through June 30th of the subsequent year.
- 4. <u>Same Terms and Conditions</u>. 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.

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- 5. <u>Capitalized Terms</u>. Capitalized terms used in this Third Amendment without definition shall have the same meanings given to such terms in the Lease.
- 6. <u>Ratification and Affirmation</u>. 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

Name: Pete K Title: Presid

TENANT:

PACIFIC COLLEGIATE SCHOOL,

a California nonprofit public benefit corporation

Name: Thomas D. Morell
Title: Board President

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Appendix N: Budget, Cash Flow, and Financial Projections	
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Budget Assumptions for: 2019-2020

REVENUE:

#8011-State Aid: Projecting 546 students at a 96% attendance rate.

#8012-EPA: Projected at \$126k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projecting at \$36k.

#8550-Other State Revenue/Mandated Costs: Projecting \$33.5k.

#8560-Other State Revenue/Lottery: Projecting \$107k.

#8792-Special Education Revenue: Spec. Ed funds projected at \$287k.

#8674-Other Local Revenue/AFD: Projecting \$775k.

#8674-Other contributions: Interest revenue, anonymous donation of \$50k.

EXPENSES:

#1000 Certificated Salaries: Reflective of \$164.7 for base raises. #2000-Classified Salaries: Reflective of \$26.5k for base raises.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 19.721%, 15% increase to medical benefits, CalSTRS employer contribution increase to 17.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers.

#5000-Services and Other Operating Expenditures: Decrease due to fewer one-time expenses compared to 2018-19.

#6000-Capital Outlay: Depreciation expense at \$204k.



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REVENUE:

#8011-State Aid: Projecting 546 stude #8012-EPA: Projected at \$126k. #8096-In Lieu Property taxes: Projecto

#8181-Special Education Federal Reve

#8550-Other State Revenue/Mandate #8560-Other State Revenue/Lottery: #8792-Special Education Revenue: Sp

#8674-Other Local Revenue/AFD: Pro #8674-Other contributions: Interest n

EXPENSES:

#1000-Certificated Salaries: Reflective #2000-Classified Salaries: Reflective o #3000-Benefits: Reflective of any and employer contribution increased to employer contribution increase to : #4000-Books and Supplies: Projected #5000-Services and Other Operating E compared to 2018-19.

#6000-Capital Outlay: Depreciation ex

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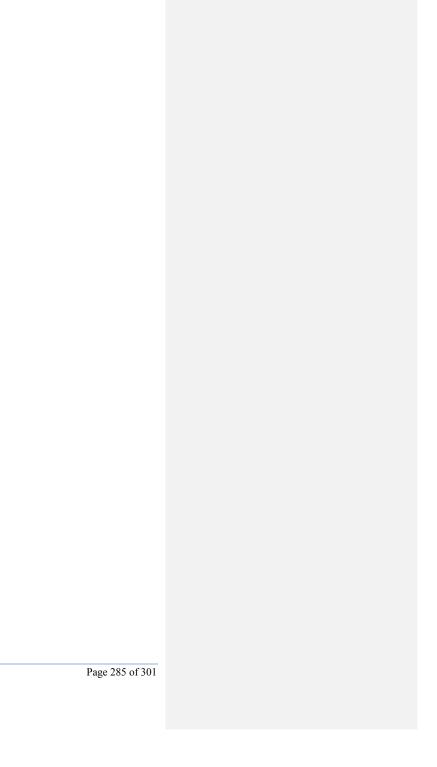
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Budget Assumptions for: 2020-2021

REVENUE:

#8011-State Aid: Projecting 556 students at a 95.5% attendance rate.

#8012-EPA: Projected at \$106 k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2019-20 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2019-20 rate. #8560-Other State Revenue/Lottery: Projected at 2019-20 rate. #8792-Special Education Revenue: Projected at 2019-20 rate.

#8674-Other Local Revenue/AFD: Projecting \$775k. #8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$78.5k for base rises. #2000-Classified Salaries: Reflective of \$16.7k for base raises

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 22.7%, 10% increase to medical benefits, CalSTRS employer contribution increase to 18.4%).

#4000-Books and Supplies: Projected on 2019-20 expenses.

#5000-Services and Other Operating Expenditures:

- Increase due to services based on percentage of income received (management fees, county oversight) and increase in liability insurance.
- Anticipated decrease in legal expenses.

#6000-Capital Outlay: Depreciation expense at \$190k.



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Budget Assumptions for: 2021-2022

REVENUE:

#8011-State Aid: Projecting 604 students at a 95.5% attendance rate. Student breakdown: Grade 6 = 44; Grades 7-8 = 188; Grades 9-12 = 372.

#8012-EPA: Projected at \$269k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2019-20 rate. #8550-Other State Revenue/Mandated Costs: Projected at 2019-20 rate.

#8560-Other State Revenue/Lottery: Projected at 2019-20 rate.

#8792-Special Education Revenue: Projected at 2019-20 rate.

#8674-Other Local Revenue/AFD: Projecting \$819k due to increase in students.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$83.6k for base rises and \$170.4k for 2.4 FTE additional teacher for 6th grade and \$35.5k for .5 FTE additional academic support.

#2000-Classified Salaries: Reflective of \$16k for base raises and \$22.7k for 0.5 FTE for diversity position and \$22.7k for 0.5 FTE for additional classified support.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increase to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution decrease to 18.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers and addition of \$8,000 in free and reduced lunch student payments and one-time costs to start 6th grade.

#5000-Services and Other Operating Expenditures: Increase due to services based on percentage of income received (management fees, county oversight).

#6000-Capital Outlay: Depreciation expense at \$190k.

* PCS has secured a commitment of private philanthropic funds to cover one-time costs associated with implementation of a 6th grade, pending approval of this request for material revision.

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Budget Assumptions for: 2022-2023

REVENUE:

#8011-State Aid: Projecting 604 students at a 95.5% attendance rate. Student breakdown: Grade 6 = 44; Grades 7-8 = 188; Grades 9-12 = 372.

#8012-EPA: Projected at \$269k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2018-19 rate. #8550-Other State Revenue/Mandated Costs: Projected at 2018-19 rate.

#8560-Other State Revenue/Lottery: Projected at 2018-19 rate.

#8792-Special Education Revenue: Projected at 2018-19 rate.

#8674-Other Local Revenue/AFD: Projecting \$819k with increase in number of students.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$92.2k for base raises.

#2000-Classified Salaries: Reflective of \$19.1k for base raises.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution constant at 18.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers.

#5000-Services and Other Operating Expenditures: Increase due to services based on percentage of income received (management fees, county oversight).

#6000-Capital Outlay: Depreciation expense at \$190k.

	RTER SCHOOL					
MULTI-Y	EAR PROJECT	ION				
Charter School Name:	Charter School Name: Pacific Collegiate School					
	44-10447-44302					
Charter Approving Entity:			cation			
	Santa Cruz	,				
Charter #:						
Report Period:	July 1, 2019 - Ju	ine 30, 2023				
_						
Description	Object Code	Totals for 2019-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23	
A. REVENUES	Object Code	2010-20	2020-21	2021-22	2022-20	
1. LCFF Sources						
State Aid - Current Year Education Protection Account State Aid - Current Year	8011 8012	1,618,479 104,832	1,797,114	2,173,405 269,291	2,338,306 269.291	
State Aid - Prior Years	8019	104,032	100,150	203,231	203,231	
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 Total, LCFF Sources	8091, 8097	4,857,246	5,037,245	5,576,631	5,741,532	
		4,037,246	5,037,245	5,570,031	5,741,532	
2. Federal Revenues						
Every Student Succeeds Act (Titles I - V) Special Education - Federal	8290 8181, 8182	36,330	36,330	36,330	36,330	
Child Nutrition - Federal	8220	30,330	Jec, Je	Jec, oc	30,330	
Donated Food Commodities	8221					
Other Federal Revenues Total, Federal Revenues	8110, 8260-8299	36.330	36.330	36.330	36.330	
i otal, rederal Reverides		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 Total, Other State Revenues	StateRevAO	140,626 428,569	140,626 428,569	140,626 428,569	140,626 428,569	
Total, Other state Revenues		428,569	428,569	428,569	428,569	
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	878,000	878,000	922,000	922,000	
Total, Local Revenues		878,000	878,000	922,000	922,000	
6. TOTAL REVENUES		6,200,145	6,380,144	6,963,530	7,128,431	
					-,	
B. EXPENDITURES						
Certificated Salaries Certificated Teachers' Salaries	1100	2,420,771	2,492,044	2,771,355	2.853.146	
Certificated Pupil Support Salaries	1200					
Certificated Supervisors' and Administrators' Salaries	1300	424,165	434,138	444,376	454,855	
Other Certificated Salaries Total, Certificated Salaries	1900	2,844,936	2,926,182	3,215,731	3,308,001	
Total, Certificated colories		2,044,336	2,320,182	3,213,731	3,300,001	
2. Non-certificated Salaries			l	l		
Non-certificated Instructional Aides' Salaries Non-certificated Support Salaries	2100					
Non-certificated Support Salaries Non-certificated Supervisors' and Administrators' Sal.	2200					
Clerical and Office Salaries	2400	558,927	575,695	638,364	657,515	
Other Non-certificated Salaries	2900	5,000	5,000	5,000	5,000	
Total, Non-certificated Salaries		563,927	580,695	643,364	662,515	
			- 4 :	- 4 -		
Description	Object Code	Totals for	Totals for	Totals for	Totals for	
Description 3. Employee Benefits	Object Code	2019-20	2020-21	2021-22	2022-23	
STRS	3101-3102	478,789	538,418	582,047	598,748	
PERS	3201-3202	111,212	130,683	157,037	167,009	
OASDI / Medicare / Alternative Health and Welfare Benefits	3301-3302 3401-3402	84,392 432,000	86,853 475,200	95,845 522,720	98,648 574,992	
Unemployment Insurance	3501-3502	1,784	1,753	1,930	1,985	
Workers' Compensation Insurance	3601-3602	42,952	44,187	48,625	50,028	
OPEB, Allocated	3701-3702					
OPEB, Active Employees Other Employee Benefits	3751-3752 3901-3902					
Total, Employee Benefits	3301-3302	1,151,049	1,277,094	1,408,204	1,491,410	
		1,151,545	.,,	.,,	.,,.	
4. Books and Supplies						
Total, Books and Supplies		197,680	201,272	288,272	229,480	
Services and Other Operating Expenditures						
	5100	72,665	66,210	66,210	66,210	
Subagreements for Services	5100	/2,005	00,210	00,210	00,210	

Pacific Collegiate School – Charter Renewal

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- Dues a	and Memberships	5300	16.845	16.845	16.845	16.845
Insurar		5400	16,000	25,000	25,000	25,000
	tions and Housekeeping Services	5500	94,506	94,506	94,506	94,506
	s, Leases, Repairs, and Noncap, Improvements	5600	539,257	539,257	539,257	539.257
	sional/Consulting Services and Operating Expend.	5800	459,941	422,983	465,253	445.128
	unications	5900	36,700	36,700	36,700	36,700
	Total, Services and Other Operating Expenditures		1,235,914	1,201,501	1,243,771	1,223,646
	roal, cervices and outer operating Experiorates		1,233,314	1,201,301	1,275,111	1,223,040
e Canital O	utiay (Objects 6100-6170, 6200-6500 for mod, accrual basis)					
-	and Improvements of Land	6100-6170				
	igs and Improvements of Buildings	6200				
	ciation Expense (for full accrual only)	6900	190,000	190,000	190,000	190,000
		0900	190,000	190,000	190,000	190,000
	Total, Capital Outlay		190,000	190,000	190,000	190,000
7. Other Ou						
	to Other Schools	7110-7143				
	ers of Pass-through Revenues to Other LEAs	7211-7213 7221-72238F				
	ers of Apportionments to Other LEAs - Spec. Ed.					
	ers of Apportionments to Other LEAs - All Other	7221-7223AO				
	er Transfers	7281-7299				
	ers of Indirect Costs	7300-7399				
	lervice:					
	rest	7438				
	ncipal	7439				
1	Total, Other Outgo		0	0	0	0
8. TOTALE	XPENDITURES		6,183,506	6,376,744	6,989,342	7,105,052
	EFICIENCY) OF REVENUES OVER EXPEND.					
BEFORE OT	THER FINANCING SOURCES AND USES (A6-B8)		16,639	3,400	(25,812)	23,379
	Description	Object Code	Totals for 2019-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23
D. OTHER FINA	ANCING SOURCES / USES					
1. Other Sou	urces	8930-8979				
2. Less: Ott	her Uses	7630-7699				
2. Less: Ott	her Uses ions Between Unrestricted and Restricted Accounts	7630-7699				

Description	Object Code	Totals for 2019-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				
2. Less: Other Uses	7630-7699				
3. Contributions Between Unrestricted and Restricted Accounts					
(must net to zero)	8980-8999				
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		16,639	3,400	(25,812)	23,379
F. FUND BALANCE, RESERVES 1. Beginning Fund Balance					
a. As of July 1	9791	4.954,470	4.971.109	4.974.509	4.948.697
b. Adjustments to Beginning Balance	9793, 9795	4,334,470	4,971,109	4,574,505	4,340,03
c. Adjusted Beginning Balance	2122,2122	4,954,470	4,971,109	4,974,509	4,948.69
2. Ending Fund Balance, June 30 (E + F.1.c.)		4,971,109	4,974,509	4,948,697	4,972,07
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				
Stores	9712				
Prepaid Expenditures	9713				
All Others	9719				
b. Restricted	9740				
c. Committed	3740				
Stabilization Arrangements	9750				
Other Commitments	9760				
d. Assigned	3.00				
Other Assignments	9780				
e. Unassigned/Unappropriated	3,00				
Reserve for Economic Uncertainties	9789				
Undesignated / Unappropriated Amount	9790	4,971,109	4,974,509	4,948,697	4,972,076

* PCG has secured a commitment of private philanthropic funds to cover one-time costs sesociated with implementation of a 6th grade,

Pacific Collegiate School – Charter Renewal

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	Draft	as	of 4	/12	/202
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LCFF per student:

8,214

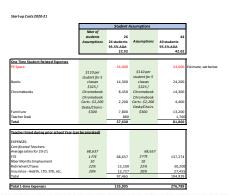
\$ 8.446

\$ 8.446

	Year 1			
		26		44
		1 class		2 classes
For 21-22, estimate of \$8,214 per ADA	Assumptions	26 students	Assumptions	44 students
		95.5% ADA		95.5% ADA
		22.92		42.02
REVENUES:				
LCFF		188,265		345,152
	\$1,000 per		\$1,000 per	
AFD	student	26,000	student	44,000
Total Revenues		214,265		389,152
EXPENSES:				
Certificated Teachers				
Average salary	71,382		71,382	
FTE	1.7	121,350	2.9	207,009
Retirement/Taxes	22%	26,697	22%	45,542
Insurance - Health, LTD, STD, etc.	20%	24,270	20%	41,402
Total		172,317		293,953
Classified Employee				
FTE	0.5	22,699	0.5	22,699
Retirement/Taxes	22%	4,994	22%	4,994
Insurance - Health, LTD, STD, etc.	20%	4,540	20%	4,540
Total		32,233		32,233
	\$325 per		\$325 per	
Supplies	student	8,450	student	14,300
Increase in COE Fee	1.00%	1,883	1.00%	3,452
Increase in Charter Impact fee	1.35%	2,542	1.35%	4,660
Total Annual Expenses		217,424		348,597
Income/(Loss)		(3,159)		40,556

	Yea	r 2	
	26		44
	1 class		2 classes
Assumptions	26 students	Assumptions	44 students
•	95.5% ADA		95.5% ADA
	22.92		42.02
	193,582		354,901
\$1,000 per		\$1,000 per	
student	26,000	student	44,000
	219,582		398,90
			555/55
74,238		74,238	
4% raise	126,204	4% raise	215,290
23%	29,027	23%	49,51
21%	26,503	21%	45,21
	181,734		310,017
4% raise	23,607	4% raise	23,60
23%	5,430	23%	5,43
21%	4,957	21%	4,95
	33,994		33,994
\$335 per		\$335 per	
student	8,710	student	14,740
1.00%	1,936	1.00%	3,54
1.35%	2,613	1.35%	4,79
	228,987		367,093
	(9,405)		31,810

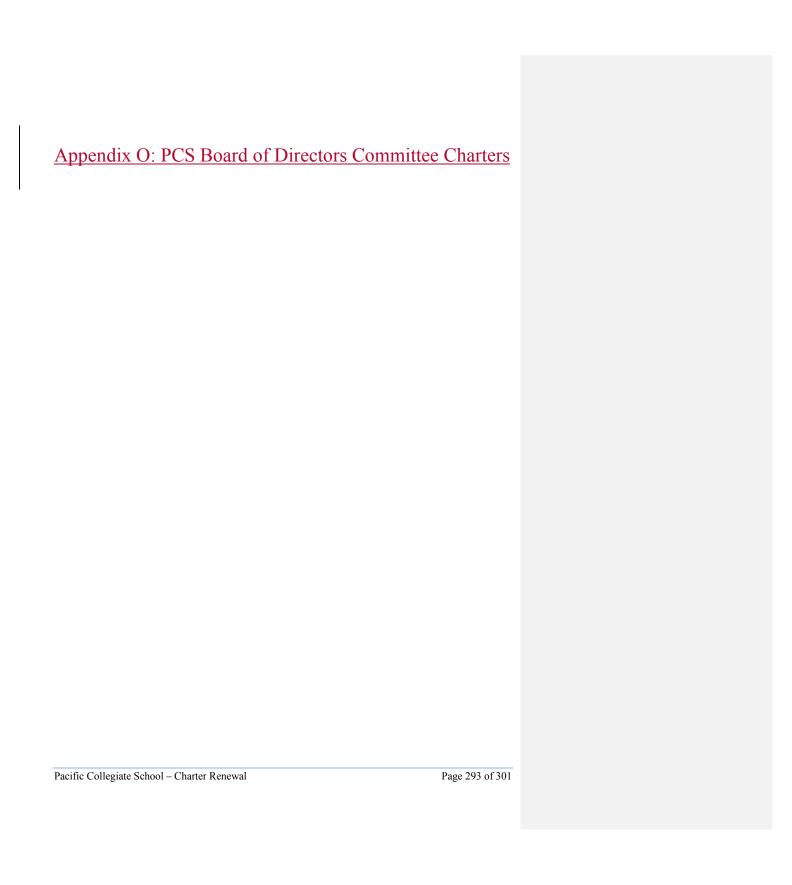
	Yea	ır 3	
	26		44
	1 class		2 classes
Assumptions	26 students	Assumptions	44 students
	95.5% ADA		95.5% ADA
	22.92		42.02
	193,582		354,901
\$1,000 per		\$1,000 per	
student	26,000	student	44,000
	219,582		398,901
77,207		77,207	
4% raise	131,252	4% raise	223,901
24%	31,501	24%	53,736
22%	28,876	22%	49,258
	191,628		326,896
4% raise	24,551	4% raise	24,551
24%	5,892	24%	5,892
22%	5,401	22%	5,401
	35,845		35,845
\$345 per		\$345 per	
student	8,970	student	15,180
1.00%	1,936	1.00%	3,549
1.35%	2,613	1.35%	4,791
	240.993		386,261
	(21,410)		12,640



The space chosen to be modified to hold PE instruction at PCS is approx 1800 sq. if. The space can comfortably accommodate a 6th grade section of 20.25 students. The space would also be used by older PCS students during brain breaks and lunch breaks throughout file day. Therefore, the characteristics chosen for the space will be versible), easy to martiain, and will not require re-conditioning on a yearly basis.

Analyzing the alternatives that could offer such characteristics, the school has med with several contractors who specialize in installing sportsplay surfaces in order to understand the visibility of using the area in question for this specific purpose, and to analyze the potential costs and investment required. Curing our conversations with different costs and investment required. Afficial grass is a less-expensive alternative to artificial fast, and is a visibility of the cost of

The articipated costs of acids a greated avoids include both the costs associated with the installation of the articisal greas, and the costs associated with preparative plan aged for the installation. We were unable to fixed any one contraction that and the salety to complete the words as a busine, but making those. The costs of years of them installation of any costs of the design of a security contraction that and the salety to complete the costs as accusated with the present that the present of the salet short of any cost of the sale deliety on the amount of prep work to be completed by that appendic contractors. But the first analysis places the cost at approximation (3.4000, Attached are to bette in by one of the contractors we may with. The affirmance between the rise bette and contract analysis as based on elevals are contracted. The affirmance between the rise bette and contract analysis as based on elevals are contracted as all events and the present and the elevals are leaved to the sale and contract analysis as based on elevals are contracted.



PCS FINAL 3/6/20



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

Executive Committee Charter

Authority

 The Committee is a committee of the Board established under the Bylaws.

Membership

- Only Officers may serve on the Committee as described in the Bylaws, but any Board member may attend meetings. Pursuant to the Bylaws, the Committee will include the following Officers: President, the Vice President, the Secretary, and the Treasurer, so long as each is also a Director, and appointment is for a one-year term.
- The President will serve as Chair of the Committee

Operations

- The Committee will meet with such frequency as it may determine. The Chair of the Committee will preside over Committee meetings. A majority of Committee members will constitute a quorum. Committee approvals will also require a vote of a majority of the entire membership of the Committee members and not just those present at a meeting.
- The Committee will report its activities to the Board on a regular basis and will keep minutes of its meetings.
- The Committee may invite any director, officer, employee, outside advisor, or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have

- voting power and will not be held out as Committee members.
- The Committee will review this charter periodically and recommend any proposed changes to the Board for review.
- The Committee will comply in all respects with the requirements of the Brown Act and other applicable laws relating to Board committees.

Responsibilities

- Act with full authority of the Board between Board meetings, subject to statutory and Board-imposed limitations on Committee action, including the PCS bylaws.
- Monitor and conduct an annual review of the Head of School's performance and make recommendations to the Board regarding the Head of School's performance goals for the subsequent year.
- Obtain and evaluate relevant compensation information and make a recommendation to the Board regarding the Head of School's compensation (including all benefits).
- Provide a sounding board to the Head of School and serve as a source of ready advice on operating and personnel matters.
- Review periodically and make recommendations to the Board regarding the size, structure, charters, processes and practices of the Board and Board committees

Statutory limitations on committee authority: The Board may amend this charter at any time. Because of statutory limitations, however, the Board may not authorize the Committee may not: fill vacancies on the Board or on any committee, and the Committee may not: fill vacancies on the Board or on any committee with Board authority; designate or remove from office any directors, or lengthen the term of any director; fix compensation of the directors; amend, repeal, or adopt provisions of the bylaws or articles of incorporation; amend or repeal any Board resolution that is, by its own express terms, not so amendable or repealable; create Board committees or appoint members of Board committees; authorize indemnification for any agent of PCS; expend corporate funds to support a nominee for director than can be elected; authorize the merger of PCS, or the lease or transfer of substantially all of PCS's assets; authorize or revoke the decision to wind up and dissolve PCS; or approve a self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

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PCS Board Composition and Nomination Policy

1. Purpose

This Board Composition and Nomination Policy provides guidance about composition goals and processes for appointing new directors to the PCS Board on an annual basis. Nothing in this Policy shall condition or limit the ability of the Board to appoint new directors at any time pursuant to the PCS bylaws. All Board members are expected to demonstrate a commitment to the mission and vision of the school, including as related to diversity, equity and inclusion goals, as reflected in the PCS Charter.

2. Composition

2.1 Dedication to the PCS mission and vision

Candidates for the Board should be dedicated to providing equitable access to exemplary, standards-based education to students across Santa Cruz County. Current involvement with PCS is encouraged, but not a prerequisite for

2.2 DiversityThe PCS Board aspires to reflect the diversity of Santa Cruz County in multiple respects, including demography, socioeconomic status, race, ethnicity, culture, religion, gender identity, sexual orientation, and ability.

Each year, the Board considers the skill sets and expertise needed to support the school at the Board level. Examples of such functional expertise could include law, finance, technology, community outreach, and communications. We look for individuals with commitment to diversity, equity and inclusion, proven leadership, management ability, and community presence

Given the significant time commitment required for the role and prominent role board members must assume in the PCS community, Directors receive a lottery admissions preference as outlined in the PCS Charter

3. Nomination Process

3.1 Formation of the Committee

At the beginning of each year's nominations cycle, or as needed to fill vacancies as they arise, the Board will form an Ad Hoc Advisory Committee on nominations (the "Committee"). The Committee will operate as follows

- **Membership**. The Committee will consist only of Directors and function as an Ad Hoc Advisory group to the Board. The Vice President will serve as chair of the Committee. The President, in consultation with the Vice President, will appoint other Directors to serve on the Committee, provided that the Committee will have fewer members than would constitute a quorum of the Board. The President, also in consultation with the Vice President, may fill vacancies on the Committee and may remove a member from the Committee at any time, with or without cause.
- Meetings. The Committee will meet with such frequency as it may determine. The chair of the Committee will preside over meetings. A majority of Committee members will constitute a quorum. Committee recommendations will require a vote of a majority of the Committee members present at a meeting at which a quorum is present.
- Reporting. The Committee will report its activities to the Board.



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Finance Committee Charter

Authority

 The Committee is a Standing Advisory Committee as established by the Board.

Membership

- Directors and non-directors may serve on the Committee. The Committee shall at all times include the Treasurer, so long as such person is also a director. The Board may appoint other members of the Committee, each to serve for two-year terms. Appointment to the Committee requires a majority vote of the directors then in office.
- The Board may fill vacancies on the Committee. The Board may remove a Committee member from the Committee at any time, with or without cause.
- 3. The Treasurer will serve as Chair of the committee, so long as such person is also a

Operations

The Committee will meet with such frequency as it may determine, but not less than quarterly. The Chair of the Committee will preside over Committee meetings. A majority of Committee members will constitute a quorum. Committee approvals will require a vote of a majority of the Committee members present at a meeting at which a quorum is present. However, the Committee is not authorized to take action on behalf of the Board and must bring all financial items for approval to the Board.

- The Committee will report its activities to the Board on a regular basis and will keep minutes of its meetings.
- The Committee may invite any director, officer, employee, outside advisor, or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have voting power and will not be held out as Committee members.
- The Committee will review this charter periodically and recommend any proposed changes to the Board for review.
- The Committee will comply in all respects with the requirements of the Brown Act and other applicable laws relating to Board committees, including the advance posting of agendas, and the record and retention of meeting minutes.
- The Committee will post agendas and minutes consistent with the Brown Act for transparency purposes.

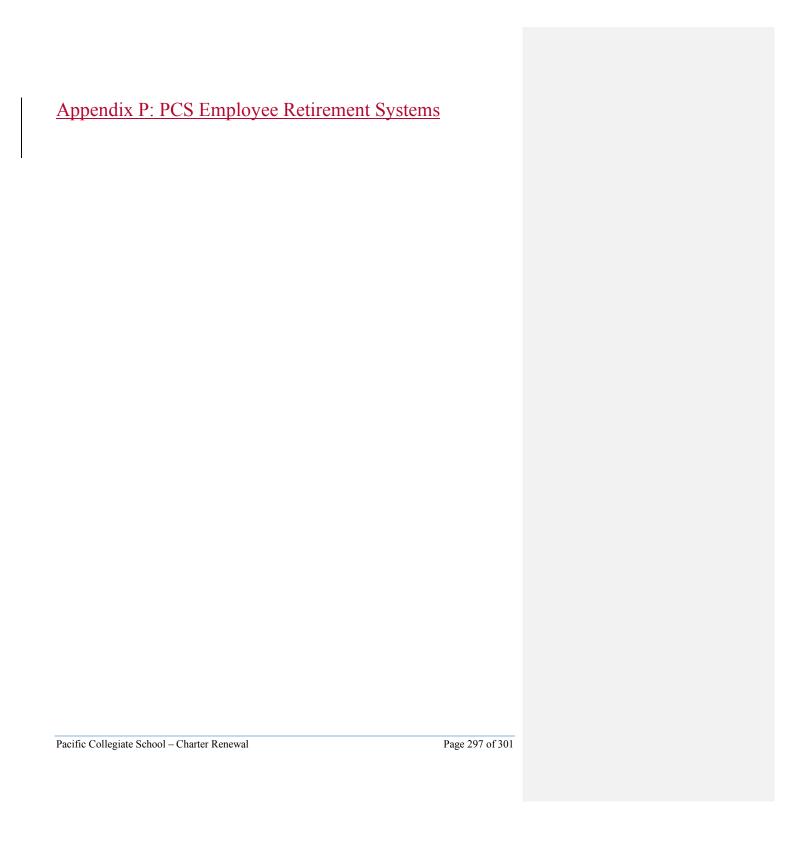
Responsibilities

- Review and make recommendations to the Board regarding PCS's annual budget, including the process used in developing the budget.
- Review regularly the financial performance of PCS against budget, PCS's liquidity position and its compliance with any applicable financial covenants.
- Lead Board review of PCS's strategy for long-term financial sustainability

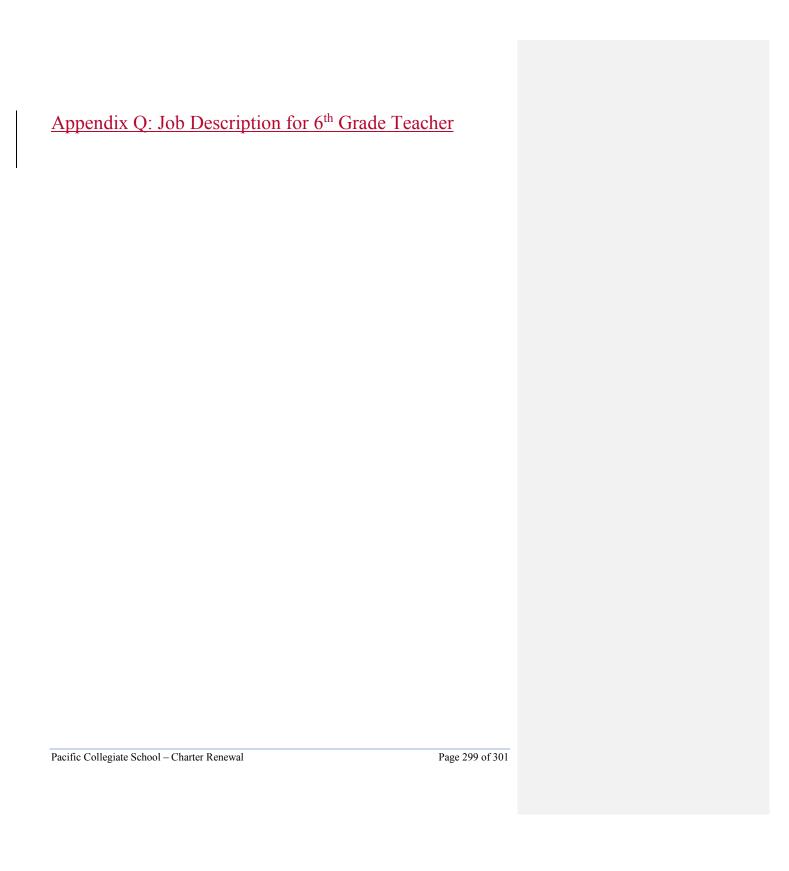
Statutory limitations on committee authority: The Board may amend this charter at any time. Because of statutory limitations, however, the Board may not authorize the Committee, and the Committee may not: fill vacancies on the Board or on any committee with Board authority, designate or remove from office any directors, or lengthen the term of any director; fix compensation of the directors; amend, repeal, or adopt provisions of the bylaws or articles of incorporation; amend or repeal and Board resolution that is, by its own express terms, not so amendable or repealable; create Board committees or appoint members of Board committees; authorize indemnification for any agent of PCS; expend corporate funds to support a nominee for director than can be elected; authorize the merger of PCS, or the lease or transfer of substantially all of PCS's assets; authorize or revoke the decision to wind up and dissolve PCS; or approve a self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

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DCC Employee Desition	Retirement
PCS Employee Position	System
Administrative Assistant	<u>PERS</u>
Athletic Director	PERS
College Counselor	<u>PERS</u>
Custodian 1	PERS
Development Coordinator	<u>PERS</u>
Development Director	<u>PERS</u>
Receptionist/Attendance Specialist	PERS
Registrar	PERS
Senior Accounting and Budgeting Analyst	PERS
Senior Business Administrator	PERS
Study Hall Monitor/Community Service Coordinator	PERS
Academic Support Specialist	STRS
Education Technology Specialist	STRS
ELD Coordinator/EL Instructional Assistant	STRS
English Teacher (7)	STRS
Faculty Dean	STRS
Head of School	STRS
History Teacher (6)	STRS
Math Teacher (7)	STRS
Science Teacher (6)	STRS
Special Education Director/School Psychologist	STRS
Special Education Teacher	STRS
Speech Therapist	STRS
Study Skills & Technology Teacher	<u>STRS</u>
VAPA Teacher (7)	<u>STRS</u>
Vice Principal/Dean of Students	<u>STRS</u>
World Languages Teacher (6)	<u>STRS</u>
Food Service Coordinator	N/A



Job Title: 6th Grade Teacher

Department:	Pacific Collegiate School (PCS) Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	190 day per year work calendar
		FLSA:	Exempt

General Summary

The 6^{th} Grade Teacher will report to the Head of School, and be primarily responsible for the development and delivery of the instructional program for a self-contained class of 22-26 students.

Responsibilities and Essential Job Accountabilities:

Under the direction of the Head of School, the 6^{th} grade teacher is responsible for developing curriculum and assessments for the 6^{th} grade program, and providing instruction to develop students' skills and proficiency in academic standards.

Education

- Bachelor's Degree
- Valid Multiple Subject California Teaching Credential
- Meet all state and federal guidelines /requirements

Work Experience

• Past experience teaching at upper elementary level and/or working with young adolescents.

Knowledge and Skills

- Ability to speak, read, and write in English fluently in a professional setting. Bilingual/multilingual skills preferred.
- Ability to establish and maintain effective relationships with students, peers, parents; and administration. Demonstrate effective verbal and written communication skills, and ability to effectively collaborate with a variety of colleagues.
- Ability to apply knowledge of current research and theory to instructional program; ability to plan
 and implement innovative lessons based on CCSS, departmental and school objectives and the
 individual needs and abilities of students. Experience using culturally relevant pedagogy to engage
 diverse learners.
- Ability to effectively teach reading, writing, and literacy skills to a wide variety of students. Expertise in differentiating English Language Arts instruction to the unique needs of students of varying initial skill levels.
- Familiarity with world geography and history of human civilizations. Experience integrating ELA and history instruction preferred.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

- Ability to work with fundamental mathematical concepts such as mean, mode and median, simple
 plane geometry e.g. area, perimeter, shapes. Ability to apply concepts such as fractions,
 percentages, ratios, and proportions to practical situations.
- Familiarity with Earth Science and teaching scientific methodology to students using NGSS
 phenomena-based inquiry learning methods. Experience integrating math and science instruction
 preferred
- Ability to effectively support English Learners, and to provide integrated English Language Development in various content areas.
- Familiarity with basic computer operation and software including the sending and receiving of email. Ability to learn various computer operations required for the management of student information and integration of technology in classroom instruction.
- Ability to establish positive rapport, with students, engage students in a variety of learning activities, and effectively manage student behavior.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

With or without the use of aids:

- 1. Sufficient vision to read print.
- 2. Sufficient distance vision, peripheral vision, and the ability to focus.
- 3. Sufficient depth perception.
- 4. Sufficient color acuity.
- 5. Sufficient hearing to hear verbal directions.
- 6. Sufficient hearing to hear normal conversation in person and on the telephone.
- Ability to speak in a voice that can be clearly heard and understood on the telephone and in face-toface conversations and in classroom settings.
- 8. Ability to reach horizontally and vertically with arms.
- 9. Sufficient dexterity to manipulate small objects and print or write legibly.
- 10. Sufficient physical ability, strength, mobility, stamina to climb, bend, stretch, stand, kneel, walk, stoop, extend legs, and stamina to lift, carry, push or pull objects, which weigh 20 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually moderate.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

PCS Revised	4/28/20 10:20:00 AM
PCS Revised	4/28/20 10:20:00 AM
	PCS Revised PCS Revised PCS Revised PCS Revised



AGENDA ITEM

Board Mee	ting Date:	May 21, 2020	Action	X Informati	tion
TO:	Santa Cruz	County Board of Educa	tion		
FROM:	•	tlock, Teacher, Oasis Hig Senior Director, Alternat	•		
SUBJECT:	Oasis Stud	ent Recognitions			

BACKGROUND

Students from Oasis High School will be recognized for their outstanding performance throughout the 2019-2020 School Year.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive presentation.

Board Meeting Date: May 21, 2020 Agenda Item: #7.1



AGENDA ITEM

Board Mee	ting Date:	May 21, 2020	Action	X Information
ТО :	Santa Cruz	County Office of Educa	tion	
FROM:		nheimer, Associate Supe abbah, County Superinte		tional Services
SUBJECT:	Educator of	f the Year Awards		

BACKGROUND

Each year, the Santa Cruz County Board of Education celebrates the accomplishments of teachers, classified employees, administrators, and counselors. Award recipients are nominated by their peers and will be awarded a plaque of outstanding achievement by Superintendent Sabbah.

Award Recipients: Shanti Blanck, Classified Employee of the Year, SCCS

Laura Denny, Teacher of the Year, SLVUSD Nancy Puente, Counselor of the Year, PVUSD Greg Stein, Administrator of the Year, LOSD

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive presentation.

Board Meeting Date: May 21, 2020 Agenda Item: #7.2



AGENDA ITEM

Board Mee	ting Date:	May 21, 2020		Action	X	Information
TO:		County Board of Educa		of Coboolo		
FROM:	Dr. Faris Sa	abbah, County Superinte	ndent (of Schools		

BACKGROUND

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

Retirees: Camy Ditter, Teacher, Alternative Education

Mary Hart, Deputy Superintendent, Business Services

Stephanie Sommer-Kass, Senior Instructional Aide, Special Education

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Honor retirees by receiving presentation.

SUBJECT: Retirement Recognitions



AGENDA ITEM

Board Mee	ting Date:	May 21, 2020	Acti	on X	Information
ГО:	Santa Cruz	County Board of Educ	cation		
FROM:	Debi Boder	nheimer, Associate Su	perintendent, E	ducational	Services
SUBJECT:	Public Hear	ring regarding REVISE	ED PCS Petition	n for Materia	al Revision

BACKGROUND

The Board shall hold a public hearing to consider the level of support for a revised request for a material revision to Pacific Collegiate Charter School that would add a 6th grade program (or, a 6th grade "pilot program") by teachers employed by the school district, other employees of the school district, parents, and members of the public. The revised Petition for Material Revision was received by the Santa Cruz County Office of Education on April, 16th 2020. The Board will consider approval or denial of the petition at the regular June meeting of the Santa Cruz County Board of Education.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Open, conduct, and close the public hearing.



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

16 April 2020

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

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

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

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

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

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

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

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

Sincerely,

Maria Reitano, Ed.D.

PCS Head of School

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

for 7th-12th graders, will be put into place to ensure that sixth grade students are successfully progressing." There are no additional details provided about these interventions and support systems, including staff and budget. One of the goals for adding a 6th grade program is to increase student diversity, which could lead to an increased need for services for EL and/or Special Education students.

ELPAC testing to identify language status and needs:

Designated and integrated ELD instruction for EL language and academic support; Paraphrasing, accommodated assignments, and supplemental resources as needed; Access to the menu of services listed for any struggling student

CLAD certified (or the CTC equivalent) and SDAIE trained faculty have the capacity and resources to accommodate individual needs BCLAD certified EL Instructional Assistant to directly support students and advise teachers regarding appropriate instructional strategies, materials, and supports to meet the needs of English Learners and those students recently reclassified as Fluent English Proficient

We recognize that support for ELs and Special Education students requires both targeted intervention in addition to integrated supports for all teachers supporting these students. To that end, in addition to intervention support, we have also included the following additional supports:

Hiring of an English Language Development Teacher to provide Designated ELD instruction in addition to an EL Coordinator/EL Instructional Assistant who currently supports academic and language development needs of EL students. This teacher will provide designated ELD instruction, consultation with 6th grade teachers on integrated ELD across the 6th grade curriculum, and coordination with EL Coordinator/EL Instructional Assistant to provide targeted support to English Learners. Professional development for teachers as outlined in the Diversity Plan Basecamp-type experience for 6th graders that will include student cohorts, particularly considering EL needs

With respect to students with disabilities, PCS will provide all legally required supports for students with disabilities according to their Individualized Education Plans (Element A) with adequate funds available in our current Special Education budget for the external

support providers required to support student IEP goals. PCS is committed to providing additional support as needed. The student support services listed in Element A will also be provided to 6th grade students in addition to the adoption of the AVID program.

We have also included a Budget attached as Appendix N for specific costs associated with the 6th grade; we have not included basecamp, AVID, and professional development costs in the 6th grade budget as they apply across grades.

Elements A-C

Educational Program: Framework for Instructional **Design and Attendance:** The following information was provided about the structure for the 6th grade program: "The vertical course alignment at PCS will be extended to ensure that the sixth-grade curriculum provides important academic advantages for all students. Curriculum, assignments, and assessments will be developed to ensure students in sixth-grade gain the foundational knowledge and skills necessary for success in 7th grade PCS courses, and beyond." Additional information needs to be provided, including (1) the proposed bell schedule, (2) instructional minutes, (3) structure for instruction (i.e. Self-contained classroom vs. team structure), and (4) instructional and assessment materials. Many middle school 6th grades are structured with a separate bell schedule and/or block schedule. This has not been explained.

Thank you for requesting these additional details.

- (1) Because we see the 6th grade as a way to prepare younger students for the rigors of the PCS academic experience, the 6th grade will maintain a similar bell schedule as the rest of the PCS middle school students (7th and 8th). The proposed bell and class schedule for 6th grade is included in Appendix L.
- (2) PCS Instructional minutes, including those for the 6th grade are included in Appendix D.
- (3) We anticipate the 6th grade program will operate as two classrooms, with two teachers who may share teaching responsibilities (e.g. one teacher instructing in Humanities Core and the other in STEM Core), as illustrated by the proposed schedule (Appendix L). In addition, 6th grade teachers will collaborate with PCS colleagues to ensure vertical alignment, with particular collaborative focus on the development and teaching of World Explorers, which will be co-developed by 6th grade teachers and 7th-12th grade teachers from World Language and Visual and Performing Arts Departments.

One of the hallmarks of PCS's successful academic program is teacher-designed curricula with culturally relevant and engaging pedagogy along with rigorous standards at the heart of it. We intend to continue that tradition with the development of our 6th grade program. We have included detailed information about the

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

is approved, PCS would use 2020-2021 as a planning year, and welcome our first 6th grade cohort of 24-48 students during the 2021-2022 school year."

Component 2: demonstrably unlikely to be successful

This is a very broad suggestion of a timeline, which is missing many critical and concrete details. These details should be explained and expanded upon prior to approval of the addition of a 6th grade in order for the team to determine if 800 COE Staff Report: PCS Material Revision 6 implementation is plausible. Therefore, at this point in the initial stages of 6th grade program development, and the aforementioned concerns that are raised, it does not appear that the petitioner would be likely to successfully implement their Pilot program.

We have revised the timeline to include more details (See Appendix L).

We would also like to highlight that we have been running a highly successful school for 20 years. We have regularly ranked as a top 10 public school nationally as well as in CA, and our students' test scores are consistently well above local, state and national averages. We urge you to consider our proven track record in your assessment of our capacity to be successful in adding a 6th grade to our already highly successful middle and high school program.

Appendix L

Component 3: reasonably comprehensive descriptions of 15 elements required in Section 47605(b)(5)

Educational Program: While this description [of proposed 6th grade curriculum] asserts a commitment to the integration of the 6th grade curriculum to the other grade levels, it provides little insight into the intended course of study for these students. There are no details provided about curriculum materials, textbooks, curriculum maps or course outlines.

We have included more detail on these curricular issues in the revised petition. (see Element A, B, and C). However, part of what makes PCS so successful is the culture of creativity and rigor that our faculty bring to curriculum development. Asking for full details on all of these issues would require us to assign 6th grade teachers to develop this curriculum prior to knowing we had a 6th grade approved. This is impossible for reasons of fiduciary responsibility. Instead, we have outlined a detailed curricular framework and proposed a timeline that includes assigning 6th grade teachers. PCS has secured a commitment of private philanthropic funds that would allow assignment of two 6th grade teachers to engage in curriculum development, collaboration with other faculty at PCS faculty, assessment development, instructional materials recommendations (e.g. textbooks), and

Elements A-C

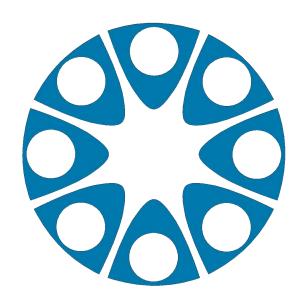
	preparation of course outlines for 6-9 months prior to implementation.	
Educational Program: There is no discussion of a Physical Education program, nor mention of how the 6th grade students will stay physically active. The timeline states that some of this information will be created 6-12 months prior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

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

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

Pacific Collegiate School

A CALIFORNIA PUBLIC CHARTER SCHOOL ESTABLISHED IN 1999



REQUEST FOR MATERIAL REVISION RENEWAL TERM: JULY 1, 2020- JUNE 30, 2025

SUBMITTED TO THE
SANTA CRUZ COUNTY BOARD OF EDUCATION
APRIL 16, 2020

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Affirmations and Declaration

Pacific Collegiate School ("PCS," or the "Charter School") will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Section 47605(l) and 47605.4(a)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(d)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Section 4760547605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Section 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student

Succeeds Act ("ESSA").

Pacific Collegiate School

- 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]

Drawn PArline	April 16, 2020	
Diana Holm, President	Date	
Board of Directors		

Pacific Collegiate School – Charter Renewal

Introduction Background on PCS

The course of study at Pacific Collegiate School focuses on the traditional core curriculum areas of mathematics, English, science and history, as well as additional emphasis on visual and performing arts and world languages. The entire program is specifically designed to prepare students to enter competitive colleges and universities worldwide.

As Pacific Collegiate School has evolved, it is the expectation that students take at least five Advanced Placement (AP) classes in order to graduate; many students take more. The required AP courses are as follows: AP World History, AP US History, a choice of AP Science lab-based course, AP English Language or AP English Literature. AP classes consequently form an integral part of the basic curriculum. Beginning in middle school, teachers prepare students for success in upper-level AP courses. With this in mind, accelerated students, who have the requisite skills, may advance into classes well beyond their years. A gifted 8th grade math student could enroll in calculus; or a keen student of language could enroll in AP French in the 9th grade. The flexibility and opportunities for academic acceleration allowed by this vertical alignment are unique aspects of PCS's approach to preparing students to excel in a rigorous college atmosphere.

In addition to its college preparatory focus, PCS' charter calls for students to study visual and performing arts, develop global perspectives and hone technological proficiencies to prepare them for success in the 21st century. By design, Pacific Collegiate School provides an exceptional education rich in the visual and performing arts, requires students to study a language other than English, and constantly strives to use technology as a tool for learning and a life skill.

In an attempt to educate and inform students interested in PCS, the school holds approximately ten information meetings prior to the open public lottery, several of which are bilingual and held in locations throughout Santa Cruz County. PCS information sessions provide an overview of our academic program, student support services, extracurricular opportunities, campus life, school governance, and parent involvement. With a focused charter, it is clear that PCS remains a school of choice for its students. We are not a comprehensive small public high school, and we encourage all of our prospective students and families to consider all their needs and wants in making the decision to study at PCS. In the future, PCS will not require applicants to attend an information session, although we will continue to offer them so that potential PCS families can learn about the Charter School and its programs prior to applying. The students, parents, administration and faculty remain committed to the vision of the school and the challenges it represents. The elements of the vision statement give the best sense of the stakeholder commitment:

- PCS maintains high academic and artistic standards.
- PCS ensures that each student graduates with the foundation of coherent, relevant knowledge required for lifelong cultural maturity.
- PCS is committed to supporting students to study hard to be prepared to attend and succeed at any UC or similarly high quality private or public university.
- PCS concentrates on quality instruction in the core academic areas of language arts, mathematics, science and history so that all students are prepared to take and pass advanced placement exams in these subject areas prior to graduation.

- PCS prepares students for dynamic engagement in the fine and performing arts.
- PCS curriculum is sequential and carefully articulated to provide a clear path to college.
- PCS teachers demonstrate mastery of and enthusiasm for their subject matter as well as the ability to communicate it effectively to students.
- PCS regards parental involvement as integral and essential to its success.
- PCS has worked tirelessly in its efforts to obtain a facility that supports these goals.

Central to the accomplishment of our goals is the shape of our curriculum and the graduation requirements for a PCS student. Below is a comparison of PCS graduation requirements with those for the University of California.

PCS Requirements 220 units, 22 courses (Grades 9-12)	UC A-G Requirements
ENGLISH – 4 years (40 units) including one class at the AP level.	ENGLISH – 4 years (must be grades 9-12)
MATH – 3 years (30 units) Algebra 1, 2 & Geometry.	MATH – 3 years (Algebra 1+) (4 recommended)
SCIENCE – 3 years (lab science) one of which must be AP. (30 units)	SCIENCE – 2 years (lab science)
HISTORY – 3 years including AP World and AP US History (30 units)	HISTORY – 2 years
WORLD LANGUAGE – 3 years and reach level 3	WORLD LANGUAGE – 2 years
FINE ARTS – 3 years (30 units)	FINE ARTS – 1 year
ELECTIVES – 3 years (30 units)	COLLEGE PREP. ELECTIVES – 2 years

Success of the Prior Charter Term

Since its last charter renewal in 2015, Pacific Collegiate School has continued to nurture student achievement, combining personal support with high expectations to produce positive student outcomes, and has received a steady stream of accolades for its performance on both state and national scales. Among these recent accolades are the following:

Program Recognition

Founded in 1999, Pacific Collegiate School (PCS) celebrated its 20th anniversary and continues to garner local and national recognition. PCS consistently ranks among the best charter and high schools in California, and the nation:

• Recognized by Newsweek, US News & World Report and The Washington Post as one of

- the nation's top public high schools
- Ranked by *US News & World Report* as one of California's top ten public charter schools and one of the nation's best public charter schools.
- Ranked in the Top Ten Public High Schools by US News & World Report
- Designated a National Blue-Ribbon School (2008)
- Selected a California Distinguished School (2007, 2011, 2017)

Student Performance

- Since May 2015, PCS students have taken 2,097 Advanced Placement examinations; the 'passage rate' (a grade of 3, 4, or 5 earned) during this period was 82%; students earned grades of 4 or 5 at a rate of 52%.
- PCS students continue to excel in science programs at the county level and beyond. Several students represent PCS at the state science fair each year.
- High school art students participate yearly in the county-wide high school art show sponsored by the Santa Cruz Art League. There are many winners every year in this juried show.
- Choral and instrumental music programs regularly earn high ratings at local, regional, and state-wide music festivals. PCS regularly has high numbers of students extending their musical experience into local youth symphonies, honor jazz ensembles, and regional and state-wide honor bands, orchestras, and choirs.
- PCS students are consistently selected to play in the Santa Cruz Youth Symphony. In 2019,
 PCS students form nearly one third of the ensemble, representing the largest number of participants from a single school.
- In 2017-2018, Thespian Society students wrote and performed their own musical at the world-famous Edinburgh Fringe Festival in Scotland.
- Over the last three academic years (2017-2019), World Language students have received Seals of Biliteracy from the State of California 71 times in four languages.
- Over the last five academic years (2015-2019), 94% of both Advanced Placement Spanish Language and Culture and Advanced Placement and French Language and Culture students have earned scores of 3 or higher on the AP exam. Over the last 4 years (2016-2019), 81% of Latin students have received a 3 or higher on the exam, and in Chinese, in two years (2015 and 2018), 100% of the students received a 3 or higher.
- Additional student performance data is included in **Appendix A**.

College Admissions

- Predictably, the academic strength of the PCS program and its students has translated into success in the college admissions process as well:
- 100% of PCS graduates are eligible for UC/CSU admissions, and 97% of students directly enroll in four- or two-year programs.
- The top ten most popular colleges PCS students have applied to in recent years are: Cal Poly San Luis Obispo, UC Santa Barbara, UC Berkeley, UC Davis, UC Santa Cruz, UC San Diego, UC Los Angeles, Cabrillo College, San Diego State, and Northeastern.
- The top five schools to which students have been admitted are: Cal Poly San Luis Obispo,

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

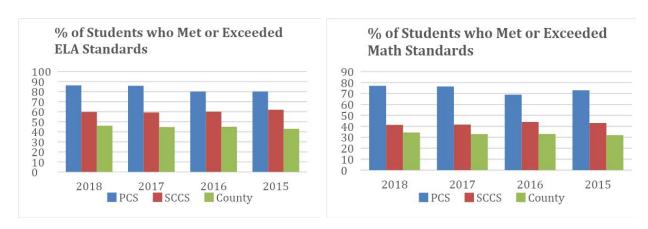
Title 5, California Code of Regulations Section 11966.4(b)(1) states: "When considering a petition

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 xes.

The following shall serve as documentation confirming that Pacific Collegiate School exceeds the statutory criteria required for renewal as set forth in Education Code Section 47607(a)(3)(A), 52052(f), 47607(b)(4) (Also see **Appendix A:** Student Performance Data and **Appendix B:** California Dashboard Data Reports)

• Pacific Collegiate School has consistently met or exceeded California school performance expectations, as reflected by CAASPP English Language Arts and Mathematics scores.



 Pacific Collegiate School students as a whole, and those in statistically significant subgroups (White and Hispanic/Latino) consistently perform at or well above grade level peers attending Santa Cruz area schools on CAASPP English Language Arts and Mathematics assessments.

DI A	% of Students who Met or Exceeded Standard – 11 th Grade					
ELA	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

3.5 (1		% of Students who Met or Exceeded Standard – 11 th Grade				
Math	PO	PCS		HS	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

		% of Students who Met or Exceeded Standard – 8 th Grade					
ELA	PCS		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	

M. d		% of Students who Met or Exceeded Standard – 8th Grade				
Math	PCS		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

	% of Students who Met or Exceeded Standard – 7 th Grade					
ELA	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

25.41	% of Students who Met or Exceeded Standard – 7 th Grade					
Math	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	86.31	56.25	64.33	26.35	59.55	19.35
2017	75.71	*	66.32	27.15	55.53	17.87
2016	85	80	70	23	59	17
2015	69	64	62	23	55	29

- Pacific Collegiate School graduates consistently demonstrate College and Career Readiness as one component of California Accountability System (Class of 2018: 76.2%, Class of 2017: 87%, Class of 2016: 88.7%)
- Pacific Collegiate School maintains an outstanding 5-year Cohort Graduation Rate (97.4%).

Analysis of Charter Renewal Criteria – Schoolwide Performance

Therefore, Pacific Collegiate School has exceeded the charter renewal standards of Education Code Section 47607(b) and should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a)(1).

Analysis of Charter Renewal Criteria – Student Subgroup Performance

Education Code Section 47607(a)(3) states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as "a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052." EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Thus, Pacific Collegiate School's outstanding student subgroup performance further solidifies its renewal status under Education Code Section 47607(a)(4).

Rationale for Material Revision

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

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

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

Element A: Educational Program

<u>Governing Law</u>: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(c)(5)(A)(i).

Governing Law: The annual goals for the charter school, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(c)(5)(A)(ii).

Governing Law: If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(c)(5)(A)(iii).

Mission and Vision

Pacific Collegiate School's mission is to provide exemplary, standards-based college preparatory and fine arts education for public middle and high school students. Our vision is to offer any student the same quality of education offered by the most academically distinguished schools in California. Our graduates will be prepared to enter and thrive at the world's finest colleges and universities.

In addition to a core college preparatory curriculum, Pacific Collegiate School emphasizes international, cross-cultural, and technological education in order to prepare graduates for life in the 21st Century. Pacific Collegiate School students will be introduced to the rich variety of world cultures and become fluent in at least one world language. They will become proficient in the basic information technologies essential for cultural literacy in the 21st Century.

Target Population

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

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

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

Educational Strategy

Pacific Collegiate School, a site-based school, believes that with adequate support structures, all students are capable of success in a demanding, rigorous and relevant college preparatory program. The keys to drawing the best from every student are the following:

High expectations

Students respond to the expectations of their peers and of the adults around them. Key to providing the conditions for a culture of high expectations to be successful is quality instruction, engaging and culturally relevant pedagogy, and access to rigorous content, even for those coming in below grade level (See, TNTP, The Opportunity Myth, 2018). Pacific Collegiate School sets high expectations for all students in terms of workload, behavior, and educational results. Drawing the best from every student takes immense effort from the teachers, parents/guardians, and students, but the results are well worth the effort.

A Small School Community

The considerable advantage of small schools has been much researched and well documented. Students at PCS are known well by their teachers, staff and peers, and receive individual attention. Maintaining a community of scale is one of the defining elements of PCS.

Small Class Size

In addition to the advantages of a small school, small class size allows the individualized attention that is the essential complement of high expectations. As a charter school, Pacific Collegiate School has the flexibility to spend more of its budget on teachers and less on administration and other overhead costs, which is how we can afford to reduce class size. Keeping class sizes smaller than conventional schools is one of the identifying characteristics of PCS. This smaller class size is also a defining feature of PCS's ability to support students from a variety of educational and socioeconomic backgrounds, and to invest in successful outcomes tied to our Diversity Plan.

How Learning Best Occurs

How learning best occurs is very dependent on the student; as Todd Rose shares "There is no average learner" and thus, there is no one best method that works for all. For some students the stronger sense of community in a small school fosters the best learning. The increased accountability and potential for individualized attention that comes with a small school provides a supportive environment for all students to achieve.

What Does It Mean To Be An Educated Person In The 21st Century?

The academic program at PCS is rooted in the determination that our students must be prepared for a globalized world, one wherein tools and skills acquired today can be utilized to solve problems as yet unperceived, with concepts as yet undeveloped. Educating students for the 21st century demands that schools establish a respectful dialogue between teachers and students, that they institute relevant curricula, that they set high expectations, and that they employ technologies for use both in and beyond the classroom walls.

In preparation for a full life in the 21st century, Pacific Collegiate School seeks to teach its students how to think, not what to think; it encourages students to ask the questions that will continue their learning throughout life rather than settling for the old responses of the past that would inhibit it.

Goals for Student Learning

One of the goals of Pacific Collegiate School is enabling all pupils to become self-motivated, competent, and lifelong learners. Regular and varied formative assessments provide frequent feedback and opportunity for improvement. Developmentally-appropriate learning skills and concepts, opportunities for in-depth exploration, community service and connections, and alignment with UC/CSU admissions criteria and with post-secondary options are the core of our academic approach. (See additional goals in Element B: Measurable Pupil Outcomes.)

In addition, Pacific Collegiate School identifies the following Student Learning Outcomes for all graduates:

- 1. PCS graduates will be self-motivated, enthusiastic, life-long learners who:
 - a. Make connections between academic study and the world in which they live.
 - b. Demonstrate skill in and passion for the arts, science, humanities, and technology.
 - c. Are able to read and comprehend a wide range of texts, both literary and non-literary.
 - d. Make connections and discriminate between different areas of study.
 - e. Are keen to pursue further study beyond PCS.
- 2. PCS graduates will be critical and independent thinkers who:
 - a. Are able to read critically, sort through information and develop a well-informed opinion.
 - b. Derive larger meanings from disparate sources.
 - c. Use step-by-step problem-solving skills in everyday life.

- 3. PCS graduates will be academically accountable individuals who:
 - a. Are well organized and can balance academic success with outside interests.
 - b. Meet deadlines and requirements.
 - c. Work well independently and in groups.
 - d. Recognize their strengths and seek to develop them.
 - e. Are able to identify weaknesses and seek appropriate means for improvement.
- 4. PCS graduates will be responsible members of their community who:
 - a. Demonstrate respect for individuals.
 - b. Demonstrate the ability to work cooperatively and collaboratively with others.
 - c. Make equitable and substantial contributions to the community.
 - d. Demonstrate respect for their environment.
 - e. Exhibit civic responsibility by participating in volunteerism/community service.

Goals and Actions to Achieve the State Priorities

Pursuant to Education Code Section 47605(c)(5)(A)(ii), the following is a table describing the Charter School's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

Local Control and Accountability Plan

The Charter School will produce a Local Control and Accountability Plan using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. The Charter School shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into "sub-priorities."

State Priority #1— Basic Services

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. \$17002(d))

Subpriority A – Teachers		
Goal to Achieve Subpriority	100% of teachers will hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated teaching assignment. PCS may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. PCS shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.	
Actions to Achieve Goal	Support and provide guidance for teachers on Provisional Internship Permits and Short-term Staff Permits to enter credential programs in a timely fashion. Support teachers with a Preliminary Credential via induction program. Teachers will have an opportunity to participate in release days to support ongoing learning. Teachers assigned for the 6th grade program will hold valid and appropriate CTC credentials.	
	Subpriority B – Instructional Materials	
Goal to Achieve Subpriority	100% of students in grades 6-12, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses in high school.	
Actions to Achieve Goal	All instructional materials purchased will be aligned to CCSS and aligned with our charter. All high school students will continue to have access to AP courses and curriculum. Instructional materials selected and purchased for the 6th grade will align to CCSS and our charter in all subject areas. All students will have equitable access to curriculum and instructional materials.	
Subpriority C – Facilities		
Goal to Achieve Subpriority	Maintain school facilities in good repair to ensure the safety of all students. Maintain a facilities inspection rating of over 90%.	

Actions to Achieve Goal

Daily general cleaning by custodial staff and partnership with Parent Volunteer Association to conduct monthly campus beautification/work days. Monthly and annual reviews of various facility requirements. Meet all school safety standards and perform annually required drills and safety inspections.

State Priority #2— Implementation of Common Core State Standards

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

Subpriority A – CCSS Implementation		
Goal to Achieve Subpriority	All teachers of core classes will align curriculum to the CCSS.	
Actions to Achieve Goal	Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS. 6th grade teachers will be assigned 6-9 months in advance of implementation in order to allow ample time for training, planning, material selection, and curriculum development.	
	Subpriority B – EL Students & Academic Content Knowledge	
Goal to Achieve Subpriority	100% of EL students will gain academic content knowledge through the implementation of CCSS, and both integrated and designated English Language Development, as demonstrated by progress in local assessments.	
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction and other CCSS aligned coursework with grade-level peers, as well as Integrated and Designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant and Academic Support Specialist).	
	Subpriority C – El Students & English Language Proficiency	

Goal to Achieve Subpriority	EL students at PCS will gain English Language proficiency at or above California reclassification rates. 100% of Reclassified Fluent English Proficient students will receive ongoing support to ensure academic success for at least four years after reclassification.		
Actions to Achieve Goal	EL students will participate in ELA/Literacy instruction with grade level peers, as well as integrated and Designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).		
Parental involv seek parent inpo School will pro	State Priority #3— Parental Involvement Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs		
	Subpriority A – Achieving/Maintaining Parental Involvement		
Goal to Achieve Subpriority	Maintain parent representation on the Charter School Governing Board, committees and working groups, including representation of parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.		
Actions to Achieve Goal	The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong and continuing track record of parent representation, and a commitment to diversity. School will recruit parent/guardian representation through various modes of bilingual school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.		
Subpriority B – Promoting Parent Participation			
Goal to Achieve Subpriority	Increase parental volunteerism, attendance at parent and community events, and parent input to school. Membership in PCS committees, and participation in PCS parent meetings and events will reflect the diversity of our school community.		

Actions to Achieve Goal

School will seek to increase participation through various modes of bilingual school communications, regular meeting schedules, and through outreach and programming focused on the needs of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.

School will continue to monitor participation via parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and grade level events, monthly campus work days, annual welcome back BBQ, parent volunteer hours.

Subpriority C – Promoting Parent Participation for Unduplicated Students and Students with Exceptional Needs

Goal to Achieve Subpriority

Increased participation in parent education and community events by the families of unduplicated students, English Learners, and students with special needs. Parent input on school-specific programs for these students.

Actions to Achieve Goal

Mentoring program pairing new FTC families with experienced PCS FTC families, FTC parent education programs (e.g. College and Financial Aid Information geared toward FTC families), targeted surveys and focus group input opportunities for families of students with special needs, 504 Plans, English Learners, and other unduplicated students.

State Priority #4— Student Achievement

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

- A. California Assessment of Student Performance and Progress statewide assessment
- B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- C. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California (ELPAC)
- D. EL reclassification rate
- E. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- F. Percentage of pupils demonstrating College and Career Readiness, as reflected in California's accountability system

Subpriority A – CAASPP: ELA/Literacy and Mathematics

Goal to Achieve Subpriority	75% of students at every applicable grade level (6-12), including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to the general PCS student population.
Actions to Achieve Goal	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum in all grades (6-12). Appropriate and meaningful use of instructional technology to enhance student learning. Focused FTC and EL academic support including tutoring, parent education, peer-to-peer network, academic support team.
	Subpriority B – UC/CSU Course Requirements
Goal to Achieve Subpriority	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.
Actions to Achieve Goal	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan coursework.
	Subpriority C – EL Proficiency Rates
Goal to Achieve Subpriority	100% EL students will advance at least one performance level per the ELPAC each academic year. In addition, EL students will demonstrate progress in the use of academic language in all content areas, as measured by local assessments.
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction with grade- level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, ELL Instructional Assistant, and Academic Support Specialist).
	Subpriority D – EL Reclassification Rates
Goal to Achieve Subpriority	EL students will be reclassified at or above California reclassification rates, as determined by: (1) overall performance level of 4 on ELPAC, (2) local criteria: performance within same range of proficiency as their English

	speaking peers on CAASPP or other standardized assessment (3) teacher evaluation based on content mastery and, student use of academic language, (4) parent input.
Actions to Achieve Goal	100% of EL students at all grade levels (6-12) will participate in ELA/Literacy instruction with grade- level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).
	Subpriority E – AP Exam Passage Rate
Goal to Achieve Subpriority	75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.
Actions to Achieve Goal	PCS will provide well qualified teachers for all AP Classes and will provide support and training opportunities for these teachers, including best practices for supporting diverse students' needs.
	Subpriority F – College Readiness
Goal to Achieve Subpriority	100% of PCS graduates will satisfy the UC/CSU course requirements, including first-to-college, Hispanic/Latino, and all other subgroups. 90% of all students, including first-to-college, Hispanic/Latino, and all other subgroups, will participate in PSAT/SAT/ACT preparation courses free of charge. All students, including first-to-college, Hispanic/Latino, and all other subgroups, will have the opportunity to participate in college-preparatory research (e.g. Ethics and Evil, Current Issues, Capstone Projects).
Actions to Achieve Goal	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. Subsidize the cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.

State Priority #5— Student Engagement

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

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

Subpriority A – Student Attendance Rates		
Goal to Achieve Subpriority	PCS will maintain a 95% ADA rate for students at all grade levels (6-12), including first-to-college, Hispanic/Latino, and all other subgroups.	
Actions to Achieve Goal	Increase monitoring and communication with parents of chronically absent students to decrease truancy.	
	Subpriority B – Student Absenteeism Rates	
Goal to Achieve Subpriority	Students in all grades (6-12) will not have more than 10 absences in any school year.	
Actions to Achieve Goal	Parents will be informed of chronic absences as specified in the PCS Attendance Policy. The Vice Principal will meet with parents of chronically absent students.	
Subpriority C – Middle School Dropout Rates		
Goal to Achieve Subpriority	PCS will promote 95% of 6th, 7th, and 8th grade students.	
Actions to Achieve Goal	PCS will offer an academically engaging learning environment and academic support for all its students.	

Subpriority D – High School Dropout Rates		
Goal to Achieve Subpriority	PCS will promote 95% of 9 th -11 th grade students.	
Actions to Achieve Goal	PCS will offer an academically engaging learning environment and academic support for all its students.	
	Subpriority E – High School Graduation Rates	
Goal to Achieve Subpriority	95% of PCS 12 th grade students will graduate.	
Actions to Achieve Goal	PCS will offer academic support and guidance for students at all grade levels.	

State Priority #6— School Climate

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

- 1. Pupil suspension rates
- 2. Pupil expulsion rates
- 3. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

Subpriority A – Pupil Suspension Rates		
Goal to Achieve Subpriority	PCS will maintain an annual suspension rate of less than 2% for students in all grades (6-12).	
Actions to Achieve Goal	PCS will maintain clear behavior guidelines and promote a culture of respect.	
Subpriority B – Pupil Expulsion Rates		

Goal to Achieve Subpriority	PCS will maintain an annual expulsion rate of less than 1%	
Actions to Achieve Goal	PCS will maintain clear behavior guidelines and promote a culture of respect.	
Subpriority	y C – Other School Safety and School Connectedness Measures (Surveys)	
Goal to Achieve Subpriority	PCS students and staff will adhere to the school safety plan.	
Actions to Achieve Goal	Students and staff (certificated and classified) will participate in Earthquake, Fire and Lockdown drills twice annually. CPR training will be available annually to all certificated staff. PCS students will be engaged in opportunities to learn about positive behavior and school climate.	
Goal to Achieve Subpriority	90% of students eligible to use the Free and Reduced-Price Meal (FRPM) program will participate.	
Actions to Achieve Goal	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.	
State Priority #7— Course Access The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: 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) 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))		
Goal to Achieve Subpriority	PCS students, including all subgroups, unduplicated students, and students with exceptional needs, will have access to the academic program as outlined in the PCS charter.	

Actions to Achieve Goal	All academic content areas will be available to all students, including student subgroups, at all grade levels.		
Goal to Achieve Subpriority	Students will receive instruction and opportunities to build technology skills in designated courses and across the curriculum. All students will have access to technology and devices to support optimal learning conditions.		
Actions to Achieve Goal	The program/curriculum for the proposed 6th grade will provide all students access to high-quality instruction aligned to CCSS. 6th grade students will have access to sufficient technology and devices to support optimal learning conditions. All 7th grade students will be enrolled in a technological literacy course		
	(Study Skills and Technology).		
	PCS will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain an adequate number of devices for student use to support technology integration in learning.		
_	State Priority #8—Other Student Outcomes Pupil outcomes, if available, in the subject areas described above in #7, as applicable.		
	Subpriority A – English		
Goal to Achieve Subpriority	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy. All students will take AP English Language during 11 th grade or AP English Literature during 12 th grade.		
Actions to Achieve Goal	All students at PCS will participate in a rigorous, vertically aligned English curriculum which will culminate in students taking AP English Language in 11 th grade and/or AP English Literature in 12 th grade. At each level students will focus on writing, reading, discussion, and vocabulary.		
Subpriority B – Mathematics			

Goal to Achieve Subpriority Actions to Achieve Goal	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. All students in grades 6-12 at PCS will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12 th grade.
	Subpriority C – Social Sciences
Goal to Achieve Subpriority	All PCS students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History, US History, and Geography. All PCS students will complete AP World History and AP US History.
Actions to Achieve Goal	All PCS students will participate in a curriculum that is global in its approach and grounded in a chronological study of human activities from ancient times to the present. This includes a three-year World History sequence culminating in AP World History. For the proposed 6th grade, this will also include World History and Geography instruction focused on ancient civilizations, in alignment with State Standards.
	Subpriority D – Science
Goal to Achieve Subpriority	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the appropriate science class. All PCS graduates will have taken Biology, Chemistry and Physics. 75% of 8th and 11th grade students will meet or exceed standards on California Science Test (CAST). 100% of PCS students will complete at least one AP lab-based course in the Sciences.
Actions to Achieve Goal	All PCS students will participate in a rigorous NGSS aligned Science curriculum that focuses on hands-on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.

	Specifically, students in the proposed 6th grade will study Earth Science as part of discipline-specific middle school science sequence, including 7th grade Life Science and 8th grade Physical Science.
	Subpriority E – Visual and Performing Arts
Goal to Achieve Subpriority	100% of PCS students will take at least 3 years of Visual and Performing Arts during 9 th -12 th grade.
Actions to Achieve Goal	PCS will offer a rich and varied Visual and Performing Arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music. 100% of PCS students will participate in a designated Visual Arts course in 6th grade. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.
	Subpriority F – World Languages
Goal to Achieve Subpriority	100% of PCS students will take a minimum of 3 years of a single World language.
Actions to Achieve Goal	PCS will offer four-year programs in at least four languages, with the 4 th year being an AP Course.
	The proposed 6th grade curriculum will include introduction to PCS offered World Language languages (in 2019-2020: French, Latin, Mandarin, and Spanish) as part of the World Explorers class curriculum.

Parent Notification of Course Eligibility for College and Transfer Units

All of Pacific Collegiate School's high school courses meet state standards, are A-G approved and UC/CSU certified for college entry requirements, as indicated in our course catalog, which is posted on the PCS website.

For any student transferring out of PCS, parents will be notified in writing of the transferability of courses completed by the student as part of the exit procedure.

The Western Association of Schools and Colleges Accrediting Commission for Schools provided Pacific Collegiate School with a six-year Certificate of Accreditation, which extends through June

30, 2021. We have every expectation that our accreditation with WASC will be extended through June 30, 2027 when we review our progress with them in the spring of 2021.

Curriculum

The distinctiveness of our program lies in its high academic and behavioral expectations, small school environment, and small class size. The curriculum is challenging and relevant, and technology plays an integral role, supplementing curricular access and helping to improve productivity and communication. From the school's earliest days, student outcomes have demonstrated the positive impact of a concentration on rigor; this charter term will continue to place increased emphasis on academic challenge combined with relevance both within and among courses, thus providing regular opportunities for connecting the curriculum with the outside world.

Throughout its twenty-year history, Pacific Collegiate School teachers and administrators have developed curricula guided by five organizing principles:

- 1. Coherent content
- 2. Integration and coordination within the humanities, especially English and history
- 3. Integration of the sciences and mathematics
- 4. International and cross-cultural focus, including the study of world languages
- 5. Integration of Visual and performing arts

We believe that virtually all students are capable of taking and passing Advanced Placement ("AP") exams if the students are in a climate where that is expected of them, and they are given sufficient support to achieve this goal.

In each content area, we want students to be prepared to take and pass AP exams, and to graduate from PCS with knowledge and skills that will ensure they thrive in any college or career they choose. For this reason, academic preparation and study skill development are essential components of the PCS program in earlier grades.

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

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

The vertical course alignment at PCS provides for important academic advantages for <u>both</u> less prepared and more prepared students. For students who are less academically ready entering PCS,

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

Graduation Requirements

PACIFIC COLLEGIATE REQUIREMENTS 220 units, 22 courses (Grades 9-12)	UC A-G REQUIREMENTS
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	Grad	le 9	Grade 10	Grade 10 Grade		Grade 12
English	4 years, taken grades 9-12	English 7*	English 8*	Englis	nglish 9* English 10*				AP English Literature* or Honors American Literature
History	3 years, taken grades 9-12 istory		History 8*	Histor	y 9*	AP World History*		istory*, Rheto	oric & 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	8	Biology*		Chemistry*	Physics* of AP Physics	
Math	3 years of math (including one year each of Alg.I, Alg.II, Geometry)		Algebra I Algebra 2 Geometry		Geo Hon	ora 1, 2*, metry*, ors Pre- lculus*	Algebra 1*, 2*, Geometry*, Honors Pre- Calculus*, AP Calculus BC	Algebra 2 Geometry Honors Pr Calculus*, Calculus AP Statisti AP Compu Science	Collipater Section (A) AP Statistics, Intro to Engineering, AP Adv.Computer Science Honors tes*, tter
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 Art 1, 2 Music 1 & Chorus Dance Stu	1 2 & 2 s dies	Drai Cl Adv Art V Proc Dance Gra Digit 2-D	ma 1, 2 horus Choir 1, 2, 3 fideo duction e Studies phic & al Arts 1 Design ic 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	Drama 1,2,3 Chorus, Adv. 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 Drama 1,2,3 Chorus, Adv. Choir Dance Studies Art 1, 2, 3 Studio Art Video Production Graphic & Digital Arts 2-D Design 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 in our current 7-12 program, and as such, curricula at the Charter School are both vertically and horizontally aligned. Departments continually work to refine vertical integration of curriculum with respect to both content and skills, and grade levels meet to discuss horizontal alignment on a monthly basis. Syllabi of various courses are planned to be complementary and reinforcing.

For example, the English and History departments at Pacific Collegiate School are fundamentally oriented towards horizontal alignment. Additionally, the Math and Science departments work together weekly to improve students' understanding of related concepts and have integrated topic coverage for optimal timing and preparation. Further, the Visual and Performing Arts and World Language department teachers regularly collaborate with other departments to afford students an opportunity to connect curriculum across subject areas.

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

English World Languages 6th Grade Humanities Core Chinese 1, 2, 3, 4/AP English 7, American Literature French 1, 2, 3, 4 / AP English 8, Ancient World Literature Latin 1, 2, 3, AP English 9, Medieval World Literature Spanish 1, 2, 3, AP English 10, Modern World Literature AP English Language An introduction to each of the World AP English Literature Languages offered at PCS will be American Literature integrated into the World Explorers Study Skills & Technology curriculum. Journalism Rhetoric and Oratory History Visual Arts 6th Grade Visual Arts 6th Grade Humanities Core, Geography Art 1 History 7, U.S. History History 8, Ancient World History Art 2 History 9, Medieval World History Art 3 AP World History Graphic and Digital Arts AP U.S. History Studio Art AP U.S. Government and Politics & Constitutional Law AP Studio Art Ethics & Evil AP Art History Current Issues Science Performing Arts 6th Grade, Earth Science Drama 1 – Beginning 7th Grade, Life Science Drama 2 – Intermediate Drama 3 – Advanced 8th Grade, Physical Science Video Production **Biology Dance Studies** Chemistry Physics or AP Physics 1 AP Biology Performing Arts will be integrated into **AP Chemistry** the 6th grade curriculum, particularly AP Physics 1 in Humanities Core and World AP Physics 2 Explorers curricula. AP Physics C AP Environmental Science

Mathematics

6th Grade Mathematics

Pre-Algebra

Algebra 1

Algebra 2

Geometry

Pre-Calculus Honors

AP Statistics

AP Calculus

AP Computer Science A

Advanced Computer Science

Multivariable Calculus

Intro to Engineering

Music

Music 1 – Beginning Instrumental

Music 2 – Intermediate Instrumental

Music 3 – Advanced/Symphonic

Music 3 – Advanced/Jazz

Chorus

Advanced Chorus

AP Music Theory

Music will be integrated into the 6th grade program, particularly in the

World Explorers curriculum.

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

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

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

Subject Area Discussion

English

Each year, students at PCS in grades 7-11 read, discuss, and write about works of literature which are thematically linked with their history course, except in 12th grade. Plays will be read aloud and performed as reader's theater, and students will learn to give formal speeches as well as to

participate effectively in discussions. The primary writing emphasis is on developing coherent, articulate expository essays. Instruction in grammar is integrated with writing assignments, which are related to the literature being studied. Students write on a variety of topics, and in a number of genres, including poetry, letters, and journals. Compositions are carefully and promptly evaluated, and students learn how to correct and revise their work. Each year, students build academic vocabulary through a supplementary vocabulary program (currently Vocabulary Workshop) which includes preparation for the PSAT and SAT exams. A Shakespearean play linked to the year's focus is studied each year. Focused note-taking, timed-writing, and reading comprehension are included within each course. All English courses are designed to prepare students to take AP English Language in 11th grade and AP English Literature in 12th grade. Honors American Literature may be substituted for one AP English course in either 11th or 12th grade.

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

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

History

The History curriculum at Pacific Collegiate School is global in its approach and grounded in a chronological study of human activities from ancient times to the present. Each course comprises a survey of major movements and events, for which a general text serves to provide a structure, combined with in-depth studies of selected problems or areas of interest with the addition of extra readings and documents. In the 7th and 11th grade, U.S. History courses and in the three-year World History sequence in grades 8 through 10, the History program is linked with literature studied in the English program. Class format includes lectures, class discussion, current events, group study activities, role play and debates, and student presentation of work. At each level, students undertake individual research projects as well as numerous smaller writing assignments.

Geography, art history, anthropology, current issues and other fields are integrated into the study of history in all periods.

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

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

Mathematics

Students are placed in the appropriate math class as part of the enrollment process using an internally-developed diagnostic tool, as well as teacher recommendations and external test performance. At all levels of instruction, there is attention to the following: judicious use of the graphing calculator including elementary programming; familiarity with a library of elementary functions; obtaining solutions analytically, numerically, and graphically; the development of rigorous mathematical exposition and argument; and applications of mathematical concepts in other courses, especially in science.

The mathematics curriculum at Pacific Collegiate School is designed to prepare students to take AP Calculus B/C by 12th grade. The course sequence includes the following: Pre-Algebra, Elementary Algebra, Advanced Algebra, Euclidean Geometry, Pre-Calculus including Trigonometry, AP Calculus BC and Multivariable Calculus. In addition to the canonical pure mathematics path of study, students may choose from the following electives: AP Statistics, AP Computer Science, Advanced Computer Science and Intro to Engineering. The content of each course follows the recommendations of UC and CSU for academic preparation in mathematics, and the Common Core State Standards.

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

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

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

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

Science

The science curriculum at Pacific Collegiate School prepares students for AP courses and is integrated with the prerequisite mathematics. AP Biology, AP Chemistry, AP Environmental Science and AP Physics 1, 2 and C are regularly offered and typically taken in 11th or 12th grade.

The high school level Physics, Chemistry, and Biology follow the recommendation of UC and CSU for academic preparation in the natural sciences as well as providing instruction in all required Next Generation Science Standards. Students are required to take at least one lab-based AP science course. Students aiming for careers in STEM fields are encouraged to take multiple AP science courses.

Middle school science courses are designed as an introduction to all of the fundamental sciences. PCS has elected to follow a discipline specific model. Life science is the main focus for 7th grade, and Physical Science is covered in 8th grade. These courses are meant to introduce students to the basic scientific concepts as well as basic science methodology. Experimental design and field projects are emphasized and independent science fair projects are required by all 7th and 8th grade students. In these two classes students are also given a basic introduction to computer science and electronics.

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

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

World Languages

The World language classes at Pacific Collegiate School (with the exception of Latin) are taught primarily in the target language. The curriculum includes developing oral and auditory competence, as well as reading and writing instruction in the target language. The goal for each level of oral instruction at all levels is 90% use of the target language. We encourage students to take four years of one world language, and it is possible to learn two new languages by graduation, if a student so chooses. Cultural activities and presentations, field trips, and guest presentations throughout the year help students to gain an appreciation of the historical and cultural context of their language of study. Our three-year language requirement increases the confidence and fluency of students, and also raises their profile for college admissions. We use a wide array of assessments to evaluate student progress and proficiency in reading, writing, speaking, and listening in the target language.

Our strategy for language offerings is to offer Spanish, one more European language (currently French), one non-European modern language (currently Mandarin), and one classical language (currently Latin). Languages offered at PCS may change over time.

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

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

Visual and Performing Arts

Pacific Collegiate School recognizes the importance of the visual and performing arts as creative disciplines that embody a wealth of universal ideas, values, emotions and technologies that are integral parts of our civilization. The visual and performing arts program of Pacific Collegiate School is based upon the concept that the arts are an essential component of a complete education and a requirement for cultural literacy. In concert with the international focus of Pacific Collegiate School, the visual and performing arts program incorporates the contributions of diverse cultural traditions across many time periods.

The visual and performing arts program at Pacific Collegiate School encompasses the visual arts, theater arts, music, and dance. Visual arts instruction is offered in a structured sequence of course work that provides experience with the materials and methods of art in both two- and three-dimensional media. Visual arts courses are based around the completion of an exhibition portfolio. This instruction emphasizes the development of perceptual awareness, the acquisition of a visual and verbal vocabulary related to art, approaches to creative problem solving, and the acquisition and practice of skills leading beyond competency to excellence in a wide variety of expressive media.

The visual and performing arts program promotes investigations into cultural and historical contexts of major art movements, the contributions of diverse cultural traditions, and the concept of aesthetics as it relates to fine art. The theater arts program focuses upon both individual and group performance and writing for the theater. It offers an introduction to the history of theater through investigation of the works of leading playwrights and planned theater productions. The music program involves the students in a rich experience of instrumental and vocal performance. An appreciation for our rich musical heritage and the contributions of composers and musicians is fostered. Opportunities for collaboration through ensemble and individual study are promoted in all arts programs at Pacific Collegiate School.

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

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

Concurrent Enrollment and Opportunities for Independent Study

The educational marketplace naturally contains many opportunities for students to learn subjects and skills that are not available in our small school environment. To supplement the core required curricular offerings at PCS, high school students may seek concurrent enrollment at Cabrillo, UCSC, and other postsecondary institutions. Focus projects and Capstone Courses are options for 11th and 12th grade students who want to explore a topic in-depth with the mentorship of a PCS teacher and/or an outside sponsor with prior agreement by PCS administration. These are used to supplement, rather than replace, courses offered at PCS. All independent study coursework will meet the legal requirements of Education Code Section 51745, *et seq*.

Student Attendance

Pacific Collegiate School shall meet or exceed the legally required annual instructional minutes minimum, pursuant to Education Code Section 47612.5(a) and number of school days pursuant to Title 5, California Code of Regulations Section 11960. Students are expected to attend school daily. Absences or tardies must be documented with a valid excuse. (See Instructional Minutes in **Appendix D**, and the Academic Calendar in **Appendix E**).

Plan for Serving Academically Low-Achieving and Socioeconomically Disadvantaged Students

Evaluation of Need

- 1. Academic support begins prior to enrollment for students entering PCS in grades 6-12. Shortly after students are admitted, they are offered an opportunity to take a math placement test. The results of the math test give teachers information for placement and to identify learning needs and potential interventions to support success. English Language Arts teachers give local diagnostic assessments to identify student learning needs and potential interventions at the beginning of each school year.
- 2. PCS staff also review students' cumulative files containing standardized test data, and any past history of academic intervention.
- 3. PCS currently offers an introductory Base Camp for incoming 7th grade students. This three-day program is designed to orient students to PCS coursework and expectations, while simultaneously providing an opportunity for community building. New students are connected to small groups, peer mentors, and supportive staff prior to coming to PCS. A similar orientation opportunity is provided for new students in grades 8-12. Incoming 6th grade students will have the opportunity to participate in a Base Camp experience specific to their needs and grade level, allowing for a strong orientation and culture-building experience.
- 4. Students are also identified as requiring support throughout the year via teacher observations, as well as during parent/teacher meetings. Grade level team meetings are held monthly to discuss student progress, collaborate on intervention strategies, and to request further support where needed. If a student is observed to be struggling (by either a teacher or parent), the student is recommended for Student Success Team (SST) meetings and interventions and supports are considered for implementation. 6th grade teachers will also have regular opportunities to collaborate with colleagues and recommend students for SST, and to access interventions and services needed to support the success of each student.

Student Support Services

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

- There is a 40-minute tutorial period two days a week during which students in grades 7-12 can work with teachers and peers on any subject they choose.
- The "Get It Done" seminar enrichment period on Tuesdays is assigned and provides academic / organizational support for specific students when necessary for students in grades 7-12. Other seminar topics offer support in social / emotional skills.
- The AVID program will be incorporated into the 6th grade Foundations class and into 7th grade Study Skills and Technology class to provide skills development and academic tutoring during the school day as part of a firm foundation for our youngest learners.
- Peer Tutoring is offered during tutorial, after school or other times arranged by students. Peer tutoring will be available to students in the proposed 6th grade, as well as students in grades 7-12.
- Teachers are available for support during tutorial (for grades 7-12), after school and at additional times (for grades 6-12).
- A library is designated for supervised quiet study during students' free time and is available from the beginning of the school day until 4:30 p.m. Free tutoring support is offered for all students during after school library hours. Both will be available for all 6th grade students.

- Teachers meet regularly in grade level teams on student case management in order to quickly identify students in need of assistance, based on grades, test scores, attendance, social/emotional, and/or other issues (e.g., behavior, environment, etc.).
- Student Support Team ("SST") meets weekly to review information on students of concern and to organize support for students where appropriate, often leading to involvement of parents. Collaboration with other agencies in the community is sought when appropriate and necessary in order to support the student at school. This support will also be available to students in the proposed 6th grade.
- When disability is suspected, students are referred for special education evaluation, in coordination with school psychologist and North Santa Cruz Special Education Local Plan Area ("SELPA"). This applies to all PCS students, including those in the proposed 6th grade.

See Appendix F for more information on Student Support Systems and a flow chart.

Reporting and Monitoring

Pacific Collegiate School encourages teachers and parents to communicate freely and regularly regarding their student's academic experience. A student's early struggles are often noted first in an informal email from teacher to parent (or the reverse). When a potentially negative pattern begins to appear – for example, a declining grade curve or a marking period grade of 'C' – a teacher will communicate academic concerns with the Grade Level team and Academic Support Specialist. This generates further communication to the student's parents, reinforcing the early intervention that can help ensure that a student "will develop the necessary skills to succeed at PCS." Recommendations for support services such as peer tutoring or an assigned tutorial may be made, based on (1) low test grades, (2) difficulty in completing assignments on time, (3) struggling with academic content, particularly prerequisite knowledge, (4) other areas of concern.

This pattern of home-school partnership and communication is central to the PCS approach, as we have found improvement is more likely when the key adults in a student's life are united in the messages and support with which the student is provided.

If, despite proactive efforts on the part of the student, the teacher, and the parents, the pattern of low achievement persists, the Student Support Team may recommend a Student Study Team Review. Such a review would consider and investigate academic, emotional, behavioral, and attendance concerns, as well as any record of intervention strategies that were attempted (and the resultant outcomes). Optimally, the result of such a study would be a more effective course of action and intervention that is embraced by all parties and pursued by mutual agreement. On occasion, however, the study could also lead to a Referral for Individual Assessment (North Santa Cruz Special Education Local Plan Area), with the possibility that the student could, if so assessed, benefit from Pacific Collegiate School's Special Education program.

In summary, Pacific Collegiate School's response to academically under-performing students is one of steady attention and regular escalation of response, as needed. As our belief is that all students can succeed with adequate support, our efforts throughout the process aim to determine just what the proper level of support may be to ensure student success. This pattern of early

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

Social Promotion and Accountability

Social promotion, which is defined as pushing forward a pupil who is already failing because it would be embarrassing to repeat a year, is widely recognized to be a public policy failure which does not serve the student, the other pupils, or society as a whole. Pacific Collegiate School maintains academic accountability for all, and students who fail required classes must repeat them.

Every reasonable effort will be made to identify and assist struggling students before they have to repeat a course or grade. This includes the use of a variety of academic and behavioral supports, as outlined above, as well as those determined necessary by SST. Pacific Collegiate School also works with North Santa Cruz SELPA to provide the accommodations, modifications, and support services determined necessary by students' IEP and 504 plans.

Plan for Serving Academically High-Achieving Students

The PCS curriculum and academic program are, among other objectives, directly meant to support, encourage, and sustain high achievement. As such, specific attention to academically high-achieving students – as an issue to be addressed and of itself – is infrequent. However, while all students at PCS have open access to our Advanced Placement courses, those who are especially high-achieving can access, in addition:

- Advanced classes in each subject
- Articulated enrollment with Cabrillo, UCSC, and other post-secondary instruction.
- A full range of academically enriching clubs and activities.
- The opportunity for independent work/research and/or graded Focus Projects or Capstone Projects with a faculty advisor.

Grade level teams may also discuss the acceleration or enrichment needs of high-achieving students, and develop individualized plans to support their academic needs.

Plan for Serving English Learners

Pacific Collegiate School meets all applicable legal requirements for English Learners (EL), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Pacific Collegiate School maintains and implements policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents, which are available upon request. PCS currently employs an EL Coordinator/EL Instructional Assistant to specifically support the academic and language development needs of English Learners. PCS recognizes that quality EL supports involve both designated and integrated

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

Home Language Survey

Pacific Collegiate School administers the appropriate home language survey upon a student's initial enrollment into Pacific Collegiate School (on enrollment forms)

ELPAC Testing

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California ("ELPAC"). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")
 - The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades TK–12 whose primary language is not English to determine their English proficiency status.
- Summative Assessment ("SA")

 ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Pacific Collegiate School notifies all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results. The ELPAC shall be used to fulfill the State and Federal requirements for annual English proficiency testing.

Services

Individual Learning Plans (ILPs) are written and implemented as necessary to support English Learners. Our goal is for students to ultimately test out of ELD and to engage the PCS academic program in an all-English classroom environment.

Services for English Learners include:

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

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

• Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC

- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Monitoring and Evaluation of Program Effectiveness

Pacific Collegiate School evaluates the effectiveness of its education program for ELs by:

- Adhering to PCS-adopted academic benchmarks by language proficiency level and years in program to determine annual progress
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design
- Monitoring student identification and placement
- Monitoring parental program choice options
- Monitoring availability of adequate resources

Plan for Serving Students with Disabilities

Overview

Pursuant to Education Code Section 47641(a), Pacific Collegiate Charter operates as its own Local Education Agency (LEA) member of the North Santa Cruz County Special Education Local Plan Area (NSCC SELPA), which is a consortium of 11 school districts and the Santa Cruz County Office of Education. The administration and coordination of special education and regionalized services of the LEAs follows the NSCC SELPA Policies and Procedures in accordance with applicable state and federal laws.

Pacific Collegiate School complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act ("IDEA").

Pacific Collegiate School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities utilized by Pacific Collegiate School shall be accessible for all students with disabilities.

Services for Students under the "IDEA"

The following description regarding how special education and related services are provided and funded is included in this charter for the sole purpose of providing a reasonably comprehensive description of the special education program, and is not binding on the County. The specific manner in which special education and related services are provided and funded is set forth in a Memorandum of Understanding ("MOU"), delineating the respective responsibilities of the Charter School and the SELPA. A copy of the MOU is available upon request.

Pacific Collegiate School intends to provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

Pacific Collegiate School provides services for special education students enrolled in the school. Pacific Collegiate School follows SELPA policies and procedures, and utilizes SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

Pacific Collegiate School agrees to promptly respond to SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to Pacific Collegiate School students, staff, facilities, equipment and records as required or imposed by law.

Student Review Process

In formalizing the student review process and monitoring overall progress, PCS has implemented a Student Study Team process. In such meetings, parents, teachers, students, and specialists discuss relevant histories (i.e.: medical, academic, behavioral, social), current concerns, strengths, and weaknesses of the student, and then develop a remedial plan for addressing the needs expressed. Follow-up review dates are then assigned in monitoring the student's progress. If the regular education resources have been exhausted and the corrective actions taken have not resulted in significant change for the student, a referral can then be made to the Special Education Department for a complete multi-disciplinary psycho-educational assessment upon receiving parental consent for assessment.

PCS will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs.

Identification Procedures/ Placement/Services

Once a referral for possible Special Education services is made to the Head of School and/or the Special Education Coordinator, prescribed timelines, policies and procedures are followed in moving through the 60-day process from referral to assessment to the initial IEP meeting. In the initial stages, a Comprehensive Assessment Battery is developed by the IEP Team based on the concerns expressed within the referral and administered after the parent gives written consent. An

IEP Meeting is then held wherein State/Federal Special Education Eligibility Criteria are applied to the assessment results in determining if the student qualifies for services. If the student is found eligible for services, IEP Team members review and discuss assessment results as related to present academic/behavioral levels of performance, and create measurable goals and objectives in designing an IEP with service(s) recommendations. Once written consent is obtained by the parents, Special Education program placement can occur, and services can be delivered. The student's measurable goals and objectives are periodically/systematically evaluated 4 times per year as a means of assessing the student's progress. In coordinating Special and General Education programs and instruction for the identified student, a Student Profile Sheet is developed and disseminated to the student's regular teachers, which outlines the nature of the student's disability, how it manifests, the required instructional strategies and accommodations to be implementation, testing accommodations, and projected IEP meeting dates, consistent with laws governing student confidentiality. Each year, an Annual IEP is completed, and present levels of performance and goals and objectives are updated. Every three years, a re-assessment of the student's defined needs is conducted to re-establish the eligibility and need for continued service.

Should the student qualify as a student with a low incidence disability (i.e.: visual, hearing, physical impairment), PCS has accessibility to Regionalized Programs within NSCC SELPA in securing low incidence services for the student. In summary, special education programs, services and placements are provided to all eligible PCS students in accordance with the policies, procedures and requirements of the North Santa Cruz County SELPA and State and Federal law.

PCS is responsible for the hiring or contracting, and training, as needed, qualified individuals or companies necessary to provide special education services to students, including, but not limited to the following positions, special education coordinator, psychologist, resource specialist, speech and language therapist, and vocational specialist.

It is understood and agreed that all students will have access to PCS and no student shall be denied admission due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for special education services. All students are instructed in a safe environment.

Staffing

All special education services at Pacific Collegiate School are delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Pacific Collegiate School staff shall participate in SELPA in-service training relating to special education.

Pacific Collegiate School is responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. Pacific Collegiate School ensures that all special education staff hired or contracted by Pacific Collegiate School is qualified pursuant to SELPA policies, as well as meet all legal requirements. Pacific Collegiate School is responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Pacific Collegiate School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

Pacific Collegiate School follows SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. Pacific Collegiate School implements policies relating to all special education issues and referrals.

Identification and Referral

Pacific Collegiate School has the responsibility to identify, refer, and work cooperatively in locating Pacific Collegiate School students who have or may have exceptional needs that qualify them to receive special education services. Pacific Collegiate School implements SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

Pacific Collegiate School follows SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. Pacific Collegiate School determines what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. Pacific Collegiate School shall obtain parent/guardian consent to assess Pacific Collegiate School students.

IEP Meetings

Pacific Collegiate School shall arrange and notice the necessary IEP meetings. IEP team membership shall follow state and federal law. Pacific Collegiate School shall be responsible for having the following individuals in attendance at the IEP meetings: the Head of School and/or the Pacific Collegiate School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Pacific Collegiate School representatives who are knowledgeable about the regular education program at Pacific Collegiate School and/or about the student. Pacific Collegiate School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

Pacific Collegiate School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Pacific Collegiate School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

Pacific Collegiate School is responsible for all school site implementation of the IEP. As part of this responsibility, Pacific Collegiate School provides parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Pacific Collegiate School's non-special education students. Pacific Collegiate School shall also provide all home-school coordination and information exchange. Pacific Collegiate School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

Pacific Collegiate School shall comply with Education Code Section 56325 with regard to students transferring into Pacific Collegiate School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in Pacific Collegiate School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, Pacific Collegiate School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Pacific Collegiate School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into Pacific Collegiate School from a district operated program under the same special education local plan area of Pacific Collegiate School within the same academic year, Pacific Collegiate School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and Pacific Collegiate School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to Pacific Collegiate School with an IEP from outside of California during the same academic year, Pacific Collegiate School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until Pacific Collegiate School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by Pacific Collegiate School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

Pacific Collegiate School is solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children will have access to Pacific Collegiate School and no student shall be denied admission nor counseled out of Pacific Collegiate School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for special education services.

Due Process Hearings

Pacific Collegiate School may initiate a due process hearing or request for mediation with respect to a student enrolled in Pacific Collegiate School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, Pacific Collegiate School shall defend the case.

SELPA Representation

Pacific Collegiate School represents itself at all SELPA meetings.

Funding

Pacific Collegiate receives state and federal special education funding in accordance with the NSCC SELPA allocation plan and is responsible for any encroachment upon its general fund.

Parent/Guardian Concerns and Complaints

Pacific Collegiate School adopts and implements policies for responding to parental concerns or complaints related to special education services. Pacific Collegiate School shall receive any concerns raised by parents/guardians regarding related services and rights.

Pacific Collegiate School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Section 504 of the Rehabilitation Act

Pacific Collegiate School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of Pacific Collegiate School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A "504 team" will be assembled by the Head of School and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials, including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether or not the student will be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with notice of the procedural safeguards available to them. If the 504 team obtains information during the evaluation indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what accommodations or services, if any, are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Pacific Collegiate School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she reviews the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least

once per year to determine the appropriateness of the Plan, needed modifications to th continued eligibility.	e plan, and

Element B: Measurable Pupil Outcomes

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(c)(5)(B).

Pacific Collegiate School's schoolwide and student outcomes, as described below, are aligned with the mission, curriculum, and assessment design of the school. The Pacific Collegiate School educational program is designed to help all students achieve a high level of academic success and be prepared for entry into the finest colleges and universities. Students must demonstrate core academic and lifelong learning skills, which have been developed to align with the state standards.

Pacific Collegiate School has clearly defined schoolwide and student outcome goals in compliance with Education Code sections 47605(c)(5)(B) and 52060(d). The following table delineates Pacific Collegiate School's measurable outcomes that align with the State Priorities and Pacific Collegiate School's goals and actions to achieve the State Priorities, as identified in Element A of this charter, which may need to be modified over time.

Pacific Collegiate School Outcomes that Align With the State Priorities

Pursuant to Education Code Section 47605(c)(5)(B), following is a table describing the Charter School's outcomes that align with the state priorities and the Charter School's goals and actions to achieve the state priorities, as identified in Element 1 of the charter.

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.

State Priority #1— Basic Services

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))

	Subpriority A – Teachers
Goal to Achieve Subpriority	100% of teachers will hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. PCS may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. PCS shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.
Actions to Achieve Goal	Support and provide guidance for teachers on Provisional Internship Permits and Short-term Staff Permits to enter credential programs in a timely fashion. Support teachers with a Preliminary Credential via induction program. Teachers will have an opportunity to participate in release days to support ongoing learning.
	Teachers assigned for the 6th grade program will hold valid and appropriate CTC teaching credentials.
Measurable Outcome	100% of teachers will be credentialed or in progress of finishing credential programs. Faculty Dean and Senior Business Administrator will maintain ongoing records of credential status and update annually.
Baseline Performance Level	During the 2018-2019 school year, 95% of teachers held valid CA Teaching Credentials (intern, preliminary or clear).
Methods of Measurement	Initial and Annual verification of credentials as reported by CTC.
	Subpriority B – Instructional Materials
Goal to Achieve Subpriority	100% of students in grades 6-12, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses in high school.

Actions to Achieve Goal	All instructional materials purchased will be aligned to CCSS and aligned with our charter. Continue to provide all students with access to AP courses and curriculum. Instructional materials selected and purchased for the proposed 6th grade will align to CCSS and our charter in all subject areas. All students will have equitable access to curriculum and instructional materials.
Measurable Outcome	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition.
Baseline Performance Level	Over the past five years, 100% of pupils have had access to standards- aligned materials.
Methods of Measurement	Department Chairs and teachers review all instructional materials before purchase pursuant to E.C. § 60119.
	Subpriority C – Facilities
Goal to Achieve Subpriority	Maintain school facilities in good repair to ensure the safety of all students. Maintain a facilities inspection rating of over 90%.
Actions to Achieve Goal	Daily general cleaning by custodial staff and partnership with Parent Volunteer Association to conduct monthly campus beautification/workdays. Monthly and annual reviews of various facility requirements. Meet all school safety standards and perform annually required drills and safety inspections.
Measurable Outcome	90% or higher score on Facility Inspection, conducted annually.
Baseline Performance Level	2020 Facility Inspection score of 96.47%. All items noted for required correction have been corrected.
Methods of Measurement	Facility Inspection as reported in SARC.

State Priority #2— Implementation of Common Core State Standards

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

Subpriority A – CCSS Implementation				
Goal to Achieve Subpriority	All teachers of core classes will align curriculum to the CCSS.			
Actions to Achieve Goal	Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS.			
	6th grade teachers will be assigned 6-9 months in advance of implementation in order to allow ample time for training, planning, material selection, and curriculum development.			
Measurable Outcome	Curriculum in core classes, including in the proposed 6th grade, will be aligned to CCSS.			
Baseline Performance Level	Since 2013, PCS departments have aligned curricula to the CCSS. The Science Department recently (2019-2020) aligned the PCS course sequence and curriculum to Next Generation Science Standards.			
	Curricula for the proposed 6th grade will be developed in alignment with CCSS in all curricular areas.			
Methods of Measurement	Departments have created documents demonstrating CCSS curriculum alignment. Curriculum outlines and documents will reflect 6th grade alignment with CCSS in all curricular areas.			
	Subpriority B – EL Students & Academic Content Knowledge			
Goal to Achieve Subpriority	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS, as demonstrated by progress in local assessments.			

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

Methods of	Obi Wan Kennobi
Measurement	

State Priority #3— Parental Involvement

Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

	Subpriority A – Achieving/Maintaining Parental Involvement
Goal to Achieve Subpriority	Maintain parent representation on the PCS Board, committees and working groups, including representation of parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
Actions to Achieve Goal	The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong and continuing track record of parent representation, and a commitment to diversity. School will recruit parent/guardian representation through various modes of bilingual school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
Measurable Outcome	Annually, the Governing Board will have, at minimum, two parent members.
Baseline Performance Level	Historically, at least two parents have always served as Parent Members on the Governing Board.
Methods of Measurement	Governing Board and committee meeting agendas, sign-in sheets, or participation records.
	Subpriority B – Promoting Parent Participation

Goal to Achieve Subpriority	Increase parental volunteerism, attendance at parent and community events, and parent input to school. Membership in PCS committees, and participation in PCS parent meetings and events will reflect the diversity of our school community.
Actions to Achieve Goal	Parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and Grade Level events, monthly campus workdays, annual welcome back BBQ, parent volunteer hours.
	PCS will schedule meetings, and provide childcare and translation services during meetings and events whenever practicable, in order to support the participation and engagement of all PCS families.
Measurable Outcome	75% of families reporting volunteer hours, 60% of parents completing annual survey.
Baseline Performance Level	During the 2018-2019 school year, 64% of families reported volunteer hours. A total of 5,256 hours were officially logged.
Methods of Measurement	Membership Toolkit software tracking parent volunteer hours, parent survey results, attendance at parent education and grade level events, and PVA and other committee meeting attendance/minutes.
Subpriority C –	Promoting Parent Participation for Unduplicated Students and Students with Exceptional Needs
Goal to Achieve Subpriority	Increased participation in parent education and community events by the families of unduplicated students, English Learners, and students with special needs. Parent input on school-specific programs for these students.
Actions to Achieve Goal	Mentoring program pairing new FTC families with experienced PCS FTC families, FTC parent education programs (e.g. College and Financial Aid Information geared toward FTC families), targeted surveys and focus group input opportunities for families of students with special needs, 504 Plans, English Learners, and other unduplicated students.

Measurable Outcome	50% families participating in parent education opportunities and events, 75% of families reporting volunteer hours, 60% of parents completing annual survey.
Baseline Performance Level	During the 2019-2020 school year, 12 families participated in FTC mentoring program. Additional baseline data will be established during 2019-2020 school year, including results of surveys completed by parents/guardians of unduplicated students and students with exceptional needs.
Methods of Measurement	Membership Toolkit software tracking parent volunteer hours, parent survey results, attendance at parent education and grade level events, and PVA and other committee meeting attendance/minutes.

State Priority #4— Student Achievement

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

- California Assessment of Student Performance and Progress statewide assessment
- Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California
- EL reclassification rate
- Percentage of pupils who have passed an AP exam with a score of 3 or higher
- Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

Subpriority A – CAASPP: ELA/Literacy and Mathematics		
Goal to Achieve Subpriority	75% of students at every applicable grade level (6-12), including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to the general PCS student population.	

Actions to Achieve Goal	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum in all grades (6-12). Appropriate and meaningful use of instructional technology to enhance student learning. Focused FTC and EL academic support including tutoring, parent education, peer-to-peer network, academic support team.	
Measurable Outcome	Annually, have at least 95% of students participate in the CAASPP statewide assessments; at least 75% of students at every applicable grade level (6-8 and 11), including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics.	
Baseline Performance Level	In 2019, 88.79% of students in applicable grades scored proficient or higher on the CAASPP for English Language Arts. 76.84% of students in applicable grades scored proficient or higher on the CAASPP for Mathematics.	
Methods of Measurement	Annual results of CAASPP.	
Subpriority B – UC/CSU Course Requirements		
Goal to Achieve Subpriority	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.	
1 3	Coreso coarse requirements.	
Actions to Achieve Goal	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan coursework.	
Actions to	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan	

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

	evaluation based on content mastery and , student use of academic language, (4) parent input.	
Actions to Achieve Goal	100% of EL students at all grade levels (6-12) will participate in ELA/Literacy instruction with grade- level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).	
Measurable Outcome	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.	
Baseline Performance Level	During 2018-19, PCS had 0 EL students.	
	During 2019-20, PCS has 3 EL students and 14 RFEP students, 4 of whom are still in the 4 year post-reclassification monitoring window. The 3 EL students will be given the Summative ELPAC in spring 2020 to assess their progress toward reclassification.	
Methods of Measurement	Analysis and review of ELPAC results, and CAASPP statewide assessment scores.	
Subpriority E – AP Exam Passage Rate		
Goal to Achieve Subpriority	75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.	
Actions to Achieve Goal	PCS will provide well qualified teachers for all AP Classes and will provide support and training opportunities for these teachers, including best practices for supporting diverse students' needs.	
Measurable Outcome	Annually, 75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.	

Baseline Performance Level	In 2019, 83.9% of AP Exams taken by PCS students earned a score of 3, 4, or 5. Since 2015, an average of 82.4% of AP Exams taken by PCS students earned a score of 3, 4, or 5.
Methods of Measurement	Annual analysis of AP Results by administration and AP teachers.
	Subpriority F – College Readiness
Goal to Achieve Subpriority	100% of PCS graduates will satisfy the UC/CSU course requirements, including first-to-college, Hispanic/Latino, and all other subgroups. 90% of all students, including first-to-college, Hispanic/Latino, and all other subgroups, will participate in PSAT/SAT/ACT preparation courses free of charge. All students, including first-to-college, Hispanic/Latino, and all other subgroups, will have the opportunity to participate in college-preparatory research (e.g. Ethics and Evil, Current Issues, Capstone Projects).
Actions to Achieve Goal	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. School will subsidize the cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.
Measurable Outcome	PCS graduation requirements will meet or exceed UC/CSU requirements in all categories.
Baseline Performance Level	In 2019, 100% of PCS graduates satisfied the UC/CSU course requirements, including those representing first-to-college, Hispanic/Latino, and all other subgroups.
Methods of Measurement	Analysis of PCS graduate transcripts.

State Priority #5— Student Engagement

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

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

Subpriority A – Student Attendance Rates			
Goal to Achieve Subpriority	PCS will maintain a 95% ADA rate for students at all grade levels (6-12), including first-to-college, Hispanic/Latino, and all other subgroups.		
Actions to Achieve Goal	Increase monitoring and communication with parents of chronically absent students to decrease truancy.		
Measurable Outcome	Annual Average Daily Attendance will be at least 95%.		
Baseline Performance Level	During the 2018-2019 school year, 7-8 grade ADA was 96.83% and High School was 96.38%. During the 2017-2018 school year, 7-8 grade ADA was 96.82% and High School was 95.88%. A baseline for grade 6 will be determined during initial implementation of proposed 6th grade.		
Methods of Measurement	Monthly Cumulative ADA reports to the Board, and required state reports		
	Subpriority B – Student Absenteeism Rates		
Goal to Achieve Subpriority	Students in all grades (6-12) will not have more than 10 absences in any school year.		
Actions to Achieve Goal	Parents will be informed of chronic absences as specified in the PCS Attendance Policy. The Vice Principal will meet with parents of chronically absent students.		

Measurable Outcome	Fewer than 10% of students will have more than 10 absences in any school year.
Baseline Performance Level	In the 2018-19 school year, 12.24% of students had more than 10 absences.
Methods of Measurement	Monthly attendance reports from the student information system.
	Subpriority C – Middle School Dropout Rates
Goal to Achieve Subpriority	PCS will promote 95% of 6th, 7th, and 8th grade students.
Actions to Achieve Goal	PCS will offer an academically engaging learning environment and academic support for all its students.
Measurable Outcome	95% of 6th, 7th, and 8th grade students will be eligible to advance to the next grade level.
Baseline Performance Level	In 2018-2019, more than 95% of 7th and 8th grade students earned grades that were sufficient to advance them to the next grade level.
	A baseline for 6th grade will be established during the initial year of implementation.
Methods of Measurement	Student grades as verified by our student information system.
Subpriority D – High School Dropout Rates	
Goal to Achieve Subpriority	PCS will promote 95% of 9th-11th grade students.

Actions to Achieve Goal	PCS will offer an academically engaging learning environment and academic support for all its students.		
Measurable Outcome	95% of 10th-11th grade students will be eligible to advance to the next grade level.		
Baseline Performance Level	In 2018-2019, more than 95% of 9th-11th grade students earned grades that were sufficient to advance them to the next grade level.		
Methods of Measurement	Student grades as verified by our student information system.		
	Subpriority E – High School Graduation Rates		
Goal to Achieve Subpriority	At least 95% of PCS 12th grade students will graduate.		
Actions to Achieve Goal	PCS will offer academic support and guidance for students at all grade levels.		
Measurable Outcome	Annually, at least 95% of PCS 12th grade students will graduate.		
Baseline Performance Level	In 2019, more than 78% of PCS 12th grade students graduated (due, in part, to students with IEPs electing to take an additional year to complete graduation requirements). In 2018, more than 95% of PCS 12th grade students graduated.		
Methods of Measurement	12th grade enrollment as verified by our SIS and CALPADS and transcript analysis of 12th grade students.		

State Priority #6— School Climate

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

- Pupil suspension rates
- Pupil expulsion rates
- Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

Subpriority A – Pupil Suspension Rates	
Goal to Achieve Subpriority	PCS will maintain an annual suspension rate of less than 2% for students in all grades (6-12).
Actions to Achieve Goal	PCS will maintain clear behavior guidelines and promote a culture of respect.
Measurable Outcome	Annually, 2% or fewer of all enrolled students will be suspended.
Baseline Performance Level	In reviewing historical data, PCS has maintained a suspension rate of less than 2%.
Methods of Measurement	SARC, CALPADS and California Dashboard reports.
	Subpriority B – Pupil Expulsion Rates
Goal to Achieve Subpriority	PCS will maintain an annual expulsion rate of less than 1%
Actions to Achieve Goal	PCS will maintain clear behavior guidelines and promote a culture of respect.
Measurable Outcome	Annually, 1% or fewer enrolled students will be expelled.

Baseline Performance Level	In reviewing historical data, PCS has maintained an expulsion rate of less than 1%.
Methods of Measurement	SARC, CALPADS and California Dashboard reports.
Subpriority	C – Other School Safety and School Connectedness Measures (Surveys)
Goal to Achieve Subpriority	PCS students and staff will adhere to the school safety plan.
Actions to Achieve Goal	Students and staff (certificated and classified) will participate in Earthquake, Fire and Lockdown drills twice annually. CPR training will be available annually to all certificated staff. PCS students will be engaged in opportunities to learn about positive behavior and school climate.
Measurable Outcome	100% of certificated staff will be CPR certified. Students and staff will participate in 1 code red, 4 fire, 2 earthquake, 2 lockdown, and 1 shelter in place drills annually.
Baseline Performance Level	During 2018-2019 100% of certificated staff was CPR certified. The school held fire, earthquake and lockdown drills, as required.
Methods of Measurement	CPR certifications and annual calendar of drills.
Goal to Achieve Subpriority	90% of students eligible to use the Free and Reduced-Price Meal program will participate.
Actions to Achieve Goal	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.
Measurable Outcome	90% of FRPM eligible students will participate in FRPM program, as documented by FRPM applications and school lunch records.

Baseline Performance Level	In 2018-2019 80% of students eligible to use FRPM program participated.
Methods of Measurement	FRPM applications and school meal program records.

State Priority #7— Course Access

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable:

<u>Grades 1-6</u>: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210) <u>Grades 7-12</u>: English, social sciences, world language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

Goal to Achieve Subpriority	PCS students, including all subgroups, unduplicated students, and students with exceptional needs, will have access to the academic program as outlined in the PCS charter.
Actions to Achieve Goal	All academic content areas will be available to all students, including student subgroups, at all grade levels.
Measurable Outcome	100% of students, including all subgroups, unduplicated students and students with exceptional needs, will have access to all core and non-core subject content areas offered at PCS.
Baseline Performance Level	During 2018-19, 100% of students, including all subgroups, unduplicated students and students with exceptional needs, enrolled in the academic program as outlined in the PCS charter.
Methods of Measurement	Annual analysis of the number of students enrolled in each subject.

Goal to Achieve Subpriority	Students will receive instruction and opportunities to build technology skills in designated courses and across the curriculum. All students will have access to technology and devices to support optimal learning conditions.
Actions to Achieve Goal	The program/curriculum for the proposed 6th grade will provide all students access to high-quality instruction aligned to CCSS. 6th grade students will have access to sufficient technology and devices to support optimal learning conditions.
	All 7th grade students will be enrolled in a technological literacy course (Study Skills and Technology).
	PCS will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain an adequate number of devices for student use to support technology integration in learning.
Measurable Outcome	100% of students will receive technology instruction and opportunities to build technology skills in designated courses and across the curriculum. All students, including students in all subgroups, will have frequent access to technology and devices to support optimal learning conditions.
Baseline Performance Level	In 2018-2019, 100% of students will receive technology instruction and opportunities to build technology skills in designated courses and across the curriculum. All students, including students in all subgroups, had regular access to technology and devices to support optimal learning conditions.
Methods of Measurement	Student transcripts, master schedule, curriculum guides, SSTech enrollment, computer lab and Chromebook usage records.
State Priority #8—Other Student Outcomes Pupil outcomes, if available, in the subject areas described above in #7, as applicable.	
	Subpriority A – English

Goal to Achieve Subpriority	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy. All students will take AP English Language during 11th grade or AP English Literature during 12th grade.	
Actions to Achieve Goal	All students in grades 6-12 at PCS will participate in a rigorous vertically aligned English curriculum, which will culminate in students taking AP English Language in 11th grade and/or AP English Literature in 12th grade. At each level students will focus on writing, reading, discussion, and vocabulary.	
Measurable Outcome	Annually, 75% of 6th, 7th, 8th, and 11th grade students will score Proficient or higher on the CAASPP statewide test in the area of English Language Arts/Literacy. Annually, 75% of 11th grade students participating will score 3, 4, or 5 on the AP English Language Exam. Annually, 75% of 12th grade students participating will score 3, 4, or 5 on the AP English Literature Exam.	
Baseline Performance Level	In 2019, 88.79% of students in applicable grades scored proficient or higher on the CAASPP in English Language Arts. In 2018, 84.2% of students taking the AP English Language Exam scored 3, 4, or 5.	
Methods of Measurement	Annual CAASPP report, AP results; transcript analysis of PCS students and graduates.	
	Subpriority B – Mathematics	
Goal to Achieve Subpriority	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.	

Actions to Achieve Goal	All students in grades 6-12 at PCS will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12th grade.
Measurable Outcome	Annually, 75% of 6th, 7th, 8th, and 11th grade students will score proficient or higher on the CAASPP statewide test in the area of Mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.
Baseline Performance Level	In 2018, 77.07% of students in applicable grades scored proficient or higher on the CAASPP for Mathematics. In 2019, 100% of the graduating class met or exceeded the UC/CSU entrance requirements for Mathematics.
Methods of Measurement	CAASPP results; transcript analysis of PCS students and graduates.
	Subpriority C – Social Sciences
Goal to Achieve Subpriority	All PCS students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History, US History, and Geography.
	All PCS students will complete AP World History and AP US History.
Actions to Achieve Goal	All PCS students will participate in a curriculum that is global in its approach and grounded in a chronological study of human activities from ancient times to the present. This includes a three-year World History sequence culminating in AP World History.
	For the proposed 6th grade, this will also include World History and Geography instruction, in alignment with State Standards.
Measurable Outcome	Annually, 75% of PCS students in grades 6-12 will demonstrate proficiency in History as demonstrated by semester grades. Annually, 75% of AP World History students will score 3, 4, or 5 on the AP World History Exam. Annually, 75% of AP US History students will score 3, 4, or 5 on the AP US History Exam.

Baseline Performance Level	In 2018, 78% of AP World History students who took the Exam, scored 3, 4, or 5 on the Exam. In 2018, 79.7% of AP US History students who took the Exam, scored 3, 4, or 5 on the Exam.
Methods of Measurement	Analysis of student grades and AP Results.
	Subpriority D – Science
Goal to Achieve Subpriority	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.
	All PCS graduates will have taken Biology, Chemistry and Physics. 75% of 8th and 11th grade students will meet or exceed standards on California Science Test. 100% of PCS students will complete at least one AP lab-based course in the Sciences.
Actions to Achieve Goal	All PCS students will participate in a rigorous NGSS aligned Science curriculum that focuses on hands-on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.
	Specifically, students in the proposed 6th grade will study Earth Science as part of discipline-specific middle school science sequence, including 7th grade Life Science and 8th grade Physical Science.
Measurable Outcome	Annually, 75% of PCS students will demonstrate proficiency in Science as demonstrated by semester grades. Annually, 75% of PCS 8th and 11th grade students will meet or exceed standards on CAST. Annually, 75% of AP science students taking the Exam will score 3, 4, or 5.
Baseline Performance Level	In 2018, 92.3% of AP science students who took the Exam scored 3, 4, or 5. This includes 96.8% of AP Biology, 75% of AP Chemistry, 85.7% of AP Physics 1 and 100% of AP Physics 2.

Methods of Measurement	Analysis of local assessments and student course grades, CAST and AP results.							
	Subpriority E – Visual and Performing Arts							
Goal to Achieve Subpriority	100% of PCS students will take at least 3 years of Visual and Performing Arts during 9th-12th grade.							
, ,	100% of PCS students will participate in a designated Visual Arts course in 6th grade. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.							
Actions to Achieve Goal	PCS will offer a rich and varied Visual and Performing Arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music.							
	Specifically, students in the proposed 6th grade will participate in a designated Visual Arts course. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.							
Measurable Outcome	100% of PCS students will take at least 3 years of Visual and/or Performing arts during 9th-12th grade.							
	100% of PCS students will participate in a designated Visual Arts course in 6th grade. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.							
Baseline Performance Level	In 2019, 100% of PCS graduates completed at least 3 years of Visual and/or Performing Arts during 9th-12th grade.							
	Baseline performance for the proposed 6th grade will be established during initial implementation year.							
Methods of Measurement	Analysis of transcripts.							
Subpriority F – World Languages								

Goal to Achieve Subpriority	100% of PCS students will take a minimum of 3 years of a single World Language.
Actions to Achieve Goal	PCS will offer four-year programs in at least four languages, with the 4th year being an AP Course.
	The proposed 6th grade curriculum will include introduction to PCS offered World Languages as part of the World Explorers class curriculum (e.g. in 2019-2020, PCS offered French, Latin, Mandarin, and Spanish).
Measurable Outcome	100% of PCS students will take a minimum of 3 years of at least one World Language.
Baseline Performance Level	In 2019, 100% of PCS graduates completed at least 3 years of a single World Language.
Methods of Measurement	Analysis of transcripts.

Element C: Measuring Pupil Progress

<u>Governing Law</u>: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(c)(5)(C).

Assessments

Pacific Collegiate School will meet all statewide standards and will conduct pupil state assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools for students in grades 6-12.

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

Progress is also measured by classroom teachers through formative and summative assessments, such as quizzes, essays, projects, performances, portfolios, exhibitions, tests, and exams. Progress is discussed on a regular basis with parents and students. Pacific Collegiate School utilizes a comprehensive database of student progress, discussed below, which is accessible to faculty to monitor and inform instruction.

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

Special education students at all grade levels (6-12) are assessed in accordance with their IEP goals, accommodations and/or modifications.

Please refer to the table in Element B of this charter for a description of the assessments Pacific Collegiate School utilizes in its educational program, which are aligned to California's State Priorities and demonstrate multiple measures for each subject area.

Assessments that will be used in the proposed 6th grade are also described in Element B. Pacific Collegiate School affirms that its methods for measuring pupil outcomes for the State Priorities, as described in Element B, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(c)(5)(C).

Use and Reporting of Data

Pacific Collegiate School teachers, administration and Board also annually review grade distributions, AP scores, state-mandated assessment scores, and SAT scores to identify any patterns or trends that might inform improvements in curriculum and instruction. Grade level teams and the student support team also analyze multiple measures of individual student performance in order to target modifications and strategies for individual students.

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

The annual School Accountability Report Card (SARC) report is developed and made available to parents and to the public. The annual update to the LCAP will be produced and submitted to the County in accordance with Education Code Sections 47606.5 and 47604.33.

Element D: Governance

<u>Governing Law</u>: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(c)(5)(D).

Non-Profit Public Benefit Corporation

Pacific Collegiate School is a direct-funded independent charter school that is operated as a California non-profit public benefit corporation, with tax-exempt status pursuant to Section 501(c)(3) of Title 26 of the U.S. Code, pursuant to California law (**Appendix G**). Pacific Collegiate School operates autonomously from the Santa Cruz County Board of Education and the Santa Cruz County Office of Education (collectively referred to herein as the "County"), with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the County and Pacific Collegiate School. Pursuant to Education Code Section 47604(d), the County shall not be liable for the debts and obligations of Pacific Collegiate School, operated as a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Pacific Collegiate School as long as the County has complied with all oversight responsibilities required by law.

Attached, as **Appendix G**, please find the Pacific Collegiate School Articles of Incorporation, Bylaws, Conflict of Interest Code and the PCS Uniform Complaint Procedures.

Board of Directors

Pacific Collegiate School is governed by a corporate Board of Directors (or "Board") in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. The Pacific Collegiate School Board of Directors is responsible for ensuring the long-term financial stability of the school while advancing the school's mission and vision.

The Board of Directors shall conduct and direct the affairs of-Pacific Collegiate School to fulfill and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, the Bylaws, Pacific Collegiate School policies, and applicable provisions of the Education Code specifically relating to California charter schools. The general and specific powers of the Board are specified in the bylaws. The Board's responsibilities include but are not limited to the following:

- 1. Formulation, modification and adherence to the general policies and Bylaws of the Charter School
- 2. The fiscal management of the Charter School, including approving and monitoring the Charter School's annual budget
- 3. Operation of the Charter School in accordance with the charter and the law
- 4. Determining graduation requirements
- 5. Hiring and evaluation of the Charter School's Head of School; and
- 6. Ensuring the Charter School has a suitable facility in which to operate.

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

The Board of Directors conducts its business through monthly meetings of the full Board, typically on the first Wednesday of each month, as well as through standing and ad hoc committees of the Board. On an annual basis, the Board considers the skill sets and expertise needed to support the Charter School at the Board level. To accomplish this, the Board's Vice President, who per the Bylaws serves as the Chair of the Nominations Committee, is responsible for discussing with the Board the needs assessment and leads an extensive selection process to identify prospective board members. The Board shall have no less than seven (7) and no more than seventeen (17) directors depending on the current and future needs of the Board. In accordance with Education Code Section 47604(c), the County may appoint a representative to sit on the Board of Directors. If the County chooses to do so, the Board of Directors may appoint an additional representative, to ensure the Board is maintained with an odd number of directors. New directors are nominated by the Nominations Committee, and subsequently elected to the Board by the Board of Directors. Procedures for the election and removal of Board directors are specified in the Bylaws.

The Board's standing Executive Committee, made up of the President, Vice President, Treasurer and Secretary, meets as needed to address emergencies and, more regularly, to discuss the ongoing business of the Charter School, such as policy reviews, managing the relationship with the Pacific Collegiate Foundation, and leading the annual Head of School evaluation in accordance with PCS Bylaws.

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

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

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

Pacific Collegiate School and its Board of Directors comply fully with the Brown Act, Education Code Section 47604.1(c), and Public Records Act.

Pacific Collegiate School has adopted a Conflict of Interest Code which complies with the Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, Corporations Code Conflicts of Interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within **Appendix G**. As required, the Conflict of Interest Code has been

submitted to the County Board of Supervisors for approval.

Parent Involvement in Governance of the School

Educational leaders have long recognized the value of parental involvement in educational processes, and the link between parental engagement and individual student achievement. Our own experience has shown us that parental involvement in the school links to individualized student effort, motivation, work habits and behavior. Recognizing this link, the founders of Pacific Collegiate School established a framework that effectively channels parental involvement at almost every level of the organization.

Our annual surveys have shown us that parents who have chosen to send their child to Pacific Collegiate School have already taken steps to become actively involved in their education. Understanding how to further that involvement and make the involvement mutually beneficial to both the school and the parent after their child enrolls is not always easy. While the ultimate goal is to increase student achievement, the school also recognizes the importance of creating a culture of support for faculty and staff while empowering parents to be partners in the education of their children.

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

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

In an effort to provide a wide variety of opportunities for parents to become involved in the educational processes at Pacific Collegiate, the Charter School also established the Parent Volunteer Association. The Parent Volunteer Association (PVA), of which every parent or guardian is a member, works under the direction of the Board Chair of the PVA to manage the parent volunteer activities at the school while organizing community fundraising and social/cultural events. The Parent Volunteer Association continually surveys faculty, staff, students and parents in an effort to create new opportunities for parental engagement, and works closely with the Head of School to define the purpose of parental involvement. Experience has shown us that strong home-school partnerships support student success.

In an effort to better understand how the parent community chooses to engage and support the school with thousands of volunteer hours each year, the Parent Volunteer Association tracks the numbers of parents who volunteer their time at the school, the number and type of activities they choose to become involved in, whether the involvement is sporadic or routine, and the times of the

school year, parents are more apt to volunteer their time. The Parent Volunteer Association uses this data to help create additional opportunities for engagement throughout the school year. For example, the PVA sponsors several Parent Education and Engagement opportunities each year, under the direction of the Head of School and PVA Parent Education Coordinator. Parents are also encouraged to attend information and learning sessions appropriate to each grade level hosted by Academic Advisors and College Counselor. PVA Grade Parents for each grade level plan and facilitate community building activities for students and families at each grade level. PVA Grade Parents, for the proposed 6th grade, will also be identified and tasked with facilitating ongoing learning and enrichment opportunities specifically designed to meet the needs of the parents and families of 6th grade students. The goal of the Parent Volunteer Association is to create a mutually beneficial atmosphere where the Charter School is meeting or exceeding its mission by effectively organizing and engaging the parent community, while at the same time creating an understanding by the parent volunteer that they have become an integral part of that process.

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

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

Element E: Employee Qualifications

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

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

Teachers

Teachers at Pacific Collegiate shall be required to hold the appropriate Commission on Teacher Credentialing (CTC) certificate, permit, or other document required for the teacher's certificated assignment in accordance with Education Code Section 47605(l). PCS will also comply with all applicable legal requirements as described under the Elementary and Secondary Education Act and other applicable law, including all certification requirements. A person employed as a teacher in a charter school during the 2019–20 school year would have until July 1, 2025, to obtain that certificate, permit, or other document required for a certificated assignment. Supervision and evaluation of teachers will be conducted by a qualified administrator.

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

Administrators

PCS is fortunate to attract and retain highly experienced administrators from the education and business sectors who lead the Charter School's operations and management functions. All staff and personnel must demonstrate the abilities to carry out the responsibilities of their positions effectively and must conduct themselves at all times in a manner consistent with the highest standards of personal character and professionalism. The administrative team currently includes the following key positions: Head of School, Vice Principal/Dean of Students, Faculty Dean, Special Education Director/Psychologist, and Academic/College Counselor. (See administrative job descriptions, including employment qualifications, for these positions in **Appendix H**.)

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

Instructional Support Staff

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

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

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

Non-Instructional Support Staff

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

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

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

The PCS College Counselor is responsible for preparing PCS students for college and the college application process, cultivating connections with representatives from colleges and universities, and overseeing all aspects of college preparation, counseling, scholarships, and student awards. In

addition, the College Counselor is the academic advisor and overall support provider for 11th and 12th grade students, and provides opportunities for parents of students in all grade levels to learn about college planning and financial aid. The PCS College Counselor must hold a Bachelor's degree, with a Master's degree in School Counseling /Psychology preferred.

The Custodian is responsible for the overall maintenance of the PCS facility including cleaning and sanitizing, ordering supplies, maintaining and attending to all work and repair requests, coordinating with outside contractors as needed, and coordinating Saturday Work Days. The PCS Custodian is expected to have at least 2-3 years of experience as a school custodian, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Development Director is responsible for cultivating and procuring resources and grant funding, and meeting fundraising goals to support the mission, vision, and strategic goals of Pacific Collegiate School. This position oversees the Annual Fund Drive, and works with the Senior Accounting and Budget Analyst, the Board of Directors, and Development Committee to ensure the financial health of the Charter School. The PCS Development Director must hold a Bachelor's degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Receptionist/Attendance Specialist is responsible for greeting visitors to PCS, providing front office administrative support, and maintaining accurate records and reports regarding student attendance. This includes overseeing Independent Study records, and all required state reporting of attendance/ADA. This position also assists the Vice Principal/Dean of Students in appropriate communication and intervention regarding truancy and excessive absences. The PCS Receptionist/Attendance Specialist is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Registrar is responsible for the management or all student information systems, updating and processing requests for student transcripts, and reporting of school and student data to the State. The PCS Registrar is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Senior Accounting and Budget Analyst is responsible for all purchasing, accounts payable, accounts receivable, and budgeting for the Charter School. In coordination with the Head of School, Treasurer of the Board of Directors, and the PCS Finance Committee, this position oversees finances for school, club, and Parent Volunteer Association accounts. The Senior Accounting and Budget Analyst is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Senior Business Administrator is responsible for financial, human-resources, payroll and operational duties to assist the Head of School and Senior Accounting and Budget Analyst. The Senior Business Administrator is expected to have at least a Bachelor's Degree, or a combination

of education and school experience and training that would indicate possession of the require knowledge, skills, and competencies relevant to this key position.							

Element F: Health and Safety

<u>Governing Law</u>: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

- 1. That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.
- 2. The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.
- 3. That the school safety plan be reviewed and updated by March 1 of every year by the charter school.

Education Code Section 47605(c)(5)(F).

In order to provide safety for all students and staff, Pacific Collegiate School adopts and implements full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. PCS maintains a comprehensive set of health and safety policies as part of its School's Safety Plan. These policies are reviewed on a regular basis and updated as necessary, and address the areas of emergency actions for fire, earthquake and bomb threat, medical emergencies or injuries, suspected child abuse and mandatory reporting procedures, CPR certification of teachers, administering medications, exclusion of tobacco, drugs and alcohol by students and staff on campus or at school events, seismic safety and earthquake preparedness, natural disasters and emergencies, and the maintenance of adequate property and liability insurance protection by PCS. A complete copy of the School Safety Plan is always available upon request.

The following is a summary of the health and safety policies of Pacific Collegiate School:

Procedures for Background Checks

Employees and contractors of Pacific Collegiate School are required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Head of School of Pacific Collegiate School shall monitor compliance with this policy and report to the Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Head of School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All non-certificated and certificated staff are mandated child abuse reporters and follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all

employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Immunizations

All enrolled students and staff are required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster as well provide confirmation that the student has had two immunizations of the varicella (Chickenpox) vaccine.

Medication in School

Pacific Collegiate School adheres to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Vision, Hearing, and Scoliosis

Students must be screened for vision, hearing and scoliosis. Pacific Collegiate School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

Diabetes

Pacific Collegiate School provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet includes, but is not limited to, all of the following:

- 1. A description of type 2 diabetes.
- 2. A description of the risk factors and warning signs associated with type 2 diabetes.
- 3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- 4. A description of treatments and prevention methods of type 2 diabetes.
- 5. A description of the different types of diabetes screening tests available.

Suicide Prevention Policy

PCS shall maintain a policy on student suicide prevention in accordance with Education Code

Section 215. PCS reviews, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, updates its policy.

Prevention of Human Trafficking

PCS has identified and implemented the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources. PCS incorporates lessons about Human Trafficking in the Health curriculum for grades 7 and 12, and annually distributes information to parents and guardians of students in grades 6 through 12, including human trafficking prevention resources. Age appropriate lessons and resources on this topic will be included in the 6th grade curriculum and distributed to parents.

Feminine Hygiene Products

PCS stocks at least 50% of its restrooms with feminine hygiene products, and does not charge students for these products, pursuant to Education Code Section 35292.6 (if applicable). Feminine hygiene products are also available to students in the main office, without charge.

Nutritionally Adequate Free or Reduced Price Meals

PCS provides each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day.

California Healthy Youth Act

PCS teaches sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

School Safety Plan

PCS maintains a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the PCS's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079

- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the PCS
- a safe and orderly environment conducive to learning
- The rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6.
- procedures for conducting tactical responses to criminal incidents

Emergency Preparedness

PCS adheres to an Emergency Preparedness Handbook/School Safety Plan drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook includes, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

Blood borne Pathogens

Pacific Collegiate School meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board maintains a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus ("HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment

Pacific Collegiate School functions as a drug-, alcohol-, and smoke-free environment.

Facility Safety

Pacific Collegiate School complies with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Pacific Collegiate School tests sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Pacific Collegiate School conducts fire drills as required under Education Code Section 32001.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

Pacific Collegiate School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of

race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Pacific Collegiate School maintains a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the school (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Pacific Collegiate School's discrimination and harassment policies. A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

Bullying Prevention

By December 31, 2019, the Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Element G: Student Population Balance

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. Education Code Section 47605(c)(5)(G).

Pacific Collegiate School is firmly committed to bringing its student demographics in line with those of its surrounding school districts. Reflecting this commitment, in the recently approved (December 2019) charter renewal petition, the Charter School adjusted its admission lottery preferences to further prioritize those students who would be first in their families to attend college ("FTC") and/or those who are eligible for free and reduced priced meals ("FRPM"). Specifically, PCS increased the percentage of seats prioritized for such students in its 7th grade lottery, from 15% to 30%. Efforts in this regard have already yielded results, with PCS attracting enough applications to offer a full 30% of 7th grade slots to FTC and/or FRPM students for the 2020-21 school year. PCS looks forward to learning from enrollment data as it becomes available in the coming months.

In addition, PCS' 2020-2025 charter also outlined the most ambitious Diversity Plan (**Appendix K**) in the Charter School's 20-year history. It outlined various new strategies, such as recruitment priorities and staff training to diversify PCS students, staff, and teachers. It also outlined new strategies to support a more diverse student body, such as implementing the AVID program on campus, an initiative that is already underway and that PCS expects to implement for the 7th grade in the 2020-2021 school year.

PCS would also like to highlight the significant strides it has taken in terms of diversifying its Board of Directors. Assuming all Board Nominees are voted onto the Board at the June 3, 2020 regular meeting, the Board will be 80% women and 50% people of color, including, 33% Hispanic/Latino and 10% African American.

Despite some important improvements over time, students from underrepresented backgrounds are not applying to PCS at the same rates as they are enrolling at schools in its surrounding districts. This has historically limited the Charter School's ability to achieve a student population balance. In order to address this issue, PCS has extensively researched which factors determine why parents, especially those from underrepresented backgrounds, are attracted to specific schools, and how to help all students thrive once they enroll. Central to PCS' findings is the fact that multiple school transitions are a significant barrier to achieving student population balance because they: (1) deter parents from enrolling their students, especially those from communities of color; and (2) reduce student achievement, especially for African-American and Hispanic/Latinx students, and those from low socio-economic backgrounds. This element describes the most important studies

that explain these phenomena below, including footnotes to the original sources for further investigation.

Summary of Research Indicating that Adding a 6th Grade is Critical to Achieving Student Population Balance

Parents seeking the right school for their child will consider a wide range of factors. Many of these factors are school-based elements, such as the school's quality, mission, location, instructional program, approach to pedagogy and grade configurations, which can vary widely in charter schools. This is because charter schools are free to choose their teaching approaches, rather than having to follow district curricula requirements, and to offer grade configurations less typical of traditional public schools, which tend to be configured as elementary, middle, and high school. While this flexibility allows charter schools to be uniquely positioned to effectively educate substantial numbers of low-income students and students of color, there are valid reasons to be concerned that charter schools that employ grade configurations that are different than those in nearby public schools could have significant adverse effects¹.

Nearly all students change schools at some point during their school years, most typically when they are promoted to a higher grade span. Specifically, students may change schools as they are promoted from elementary to middle school and again from middle to high school. While a large body of research² suggests that the academic achievement of students is affected by a set of interrelated factors that includes socio-economic status and parental education, there is now overwhelming evidence that student transitions between schools has a strong effect on achievement when these other factors are controlled. A 2010 United States Government Accountability Office ("GAO") report,³ that analyzed many nationally representative studies based on datasets from the Department of Education, is particularly instructive. The GAO report highlights a study which followed a cohort of students from 1998 to 2007 concluded that students who changed schools frequently tended to have lower scores on standardized reading and math tests and drop-out of school at higher rates than their less mobile peers.⁴ Another study highlighted in the GAO report, which tracked students nationally and longitudinally, found that those who changed schools two or more times from 8th to 12th grade were twice as likely to drop out of high school, and not obtain a General Equivalency Diploma, compared to students who did not change schools. In addition, the same study found that school changes within the same school district produce short-run negative effects on performance that are generally greater for African-

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¹ An important comprehensive analysis on studies of academic outcomes of student mobility can be found in Reynolds, A. J., Chen, C.-C., & Herbers, J. E. (June 2009). School Mobility and Educational Success: A Research Synthesis and Evidence on Prevention. Paper presented at the Workshop on the Impact of Mobility and Change on the Lives of Young Children, Schools, and Neighborhoods, National Research Council, Washington, DC.

²Organizing Schools to Improve Student Achievement: Start Times, Grade Configurations, and Teacher Assignments, Brian A. Jacob and Jonah E. Rockoff, The Hamilton Project, 2011. A literature review of published Research on Student Mobility can be found in their Appendix IV.

³K-12 Education: Many Challenges Arise in Educating Students Who Change Schools Frequently. Report to Congressional Requesters. GAO-11-40, Ashby, Cornelia M., US Government Accountability Office, 2010

⁴Results based on Education's Early Childhood Longitudinal Study: Kindergarten Class of 1998-1999 data from 1998-2007.

American, Hispanic, and students from low socio-economic status⁵.

A 2011 comprehensive review of the peer-reviewed literature⁶ on the impacts of grade configurations and school transitions also concluded that "most studies in this report showed that, when students transition to another school, they experience a significant drop in academic related outcomes." The review further concluded that "researchers also showed a significantly negative impact on students' psychological and social emotional wellbeing when students transitioned from one school to another." This is not surprising as this type of change occurs during a period of childhood marked by major changes in attitudes and motivation, low self-esteem, poor ability to judge risks and consequences, decreased respect for authority, and other behaviors that may make students more difficult to educate⁷. In other words, students undergo a difficult transition at precisely the time when they may need increased attention to social and academic needs.

In Stuck in the Middle: Impacts of Grade Configuration in Public Schools (2010), Rockoff and Lockwood stated "our analysis suggests the achievement costs of middle school transitions are greater for students lower in the achievement distribution, lending no support for their use on the basis of equity". It is therefore not surprising that parents and, in particular, those belonging to underrepresented communities are highly opposed to school structures requiring multiple transitions⁸. In one of the most comprehensive reviews of 51 recent, high-quality studies on family involvement, A New Wave of Evidence: The Impact of School, Family, and Community Connections on Student Achievement (2002), Henderson and Mapp concluded that schools that succeed in engaging families from diverse backgrounds were those able to create a steady structure of support for families across school transitions. According to Richard Kahlenberg⁹, an expert on school integration efforts, "it is easier for a school that is high-performing and serves predominantly middle-class families to attract lower-income families if enrollment obstacles are removed, and support services are provided."

Eliminating unnecessary school transitions will also have a drastic impact on the learning outcomes of students and, in particular, among Hispanic students. As argued by Philip Gleason

⁵Student Mobility and the Increased Risk of High School Dropout, Rumberger, Russell W., and Katherine A. Larson. American Journal of Education, vol. 107, no. 1 (November 1998): 1-35; The Hazards of Changing Schools for California Latino Adolescents, Rumberger, Russell W., Katherine A. Larson, Gregory J. Palardy et al. University of California, Berkeley: Chicano/Latino Policy Project (CLPP) Policy Report, vol. 1, no. 2, (October 1998)

⁶Review of Literature on Grade Configuration and School Transitions, Center for Applied Research and Educational Improvement, March 2011

⁷Grade-Related Changes In The School Environment: Effects on Achievement Motivation, Eccles and Midgley, JAI Press, pp.282-331

⁸What Parents Want: Education Preferences and Trade-Offs, A National Survey of K-12 Parents, Zeehandelaar and Winkler, August 2013. The core of this study's methodology was an online survey of over 2,000 parents, nationwide, seeking information about the educational goals and school attributes that were important to them. The survey included a diverse set of parents with school-age children: African American, white, Hispanic, and Asian, urban and rural, rich and poor, liberal and conservative, those who sent their children to traditional, charter, and private schools

⁹The primary data set used in his analysis contains information on the enrollment, academic achievement, and demographics of students in New York City in grades 3 through 8. These data span the school years 1998–1999 through 2007–2008 and include student characteristics such as ethnicity, gender, language spoken at home, and free lunch status, as well as academic and behavioral indicators, including annual standardized test scores in math and English, suspensions, and absences.

and collaborators¹⁰, charter school impacts are substantially larger for low-income and minority students than for more advantaged students. Similarly, a study of Massachusetts charter schools¹¹ found that charter middle schools generate much more positive effects for non-whites and FRPM-eligible applicants than for white applicants. In the 2013 National Charter School Study, Cremata and collaborators¹² analyzed the impact of years enrollment on learning gains in charter schools. They found that students with one year of charter enrollment realize smaller learning gains than their peers in traditional public schools in both reading and math, with the disadvantage equal to 43 and 58 fewer days of learning, respectively. Learning, however, improves significantly for charter school students by their second year of enrollment – seeing about 22 more days of learning in reading and 14 more days in math. Once a student is enrolled for four or more years, their learning gains outpace traditional public schools by 50 days in reading and 43 days in math per year. The biggest impacts are among Hispanic students who are English learners; they gain 50 additional days of learning in reading and 43 additional days in math from charter school attendance per year. This is consistent with the learning outcomes PCS has recorded in for students belonging to the first-to-college designation.

On the basis of the research, which clearly indicates that multiple school transitions are a major barrier to achieving student population balance, and in line the grade structures of our surrounding districts, PCS is requesting a material revision to its charter, allowing the Charter School to add a 6th grade with up to 44 students starting with the 2021-2022 school year.

Demonstrated Effectiveness of PCS Program

An analysis of CAASPP scores of the class of 2020 (the first class at PCS to have completed the CAASPP in 7th, 8th and 11th grade) reveals significant growth in student mastery of standards over time. In fact, cohort study shows that the number of students who meet or exceed standards increases significantly for each testing year during the span of students' study at PCS. This trend of closing achievement gaps is true for all subgroups of students.

Cohort Analysis for Class of 2020 ELA - Economic Status*									
	2015 - 7	th Grade	2016 - 8	th Grade	2019 - 11th Grade				
	SED (11)	Not SED (71)	SED (12)	Not SED (69)	SED (11)	Not SED (71)			
Standard Exceeded	18%	30%	25%	49%	55%	69%			

¹⁰Philip Gleason et al., "The Evaluation of Charter School Impacts, Final Report" (Washington: Institute of Education Sciences, June 2010), http://files.eric.ed.gov/fulltext/ED510573.pdf. A study carried out by the federal government that included virtually every charter nationally that was oversubscribed, subject to a lottery, and had achievement test scores available.

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¹¹Joshua D. Angrist et al., "Student Achievement in Massachusetts' Charter Schools" (Cambridge, MA: Center for Education Policy Research at Harvard University, 2011), http://economics.mit.edu/files/6493

National Charter School Study 2013 Cremata et al. 2013, Center for Research on Education Outcomes Stanford University

Standard Met	64%	49%	58%	38%	45%	27%
Standard Nearly Met	18%	20%	17%	12%	0%	4%
Standard Not Met	0%	1%	0%	1%	0%	0%

Cohort Analysis for Class of 2020 ELA - Ethnicity*									
	2015 - 7th Grade			2016 - 8th Grade			2019 - 11th Grade		
	Hispan ic/ Latino (15)	2 or more races (14)	White (52)	Hispan ic/ Latino (13)	2 or more races (14)	White (52)	Hispan ic/ Latino (13)	2 or more races (14)	White (50)
Standard Exceeded	27%	29%	29%	38%	54%	43%	54%	64%	74%
Standard Met	47%	57%	52%	36%	31%	46%	46%	36%	22%
Standard Nearly Met	20%	14%	19%	23%	15%	11%	0%	0%	4%
Standard Not Met	7%	0%	0%	0%	0%	0%	0%	0%	0%

Cohort Analysis for Class of 2020 Math - Economic Status*									
	2015 - 7	th Grade	2016 - 8	th Grade	2019 - 11th Grade				
	SED (11)	Not SED (71)	SED (12)	Not SED (69)	SED (11)	Not SED (71)			
Standard Exceeded	27%	39%	8%	42%	18%	52%			
Standard Met	36%	37%	67%	29%	55%	34%			
Standard Nearly Met	27%	18%	17%	22%	18%	8%			
Standard Not Met	9%	6%	08%	7%	9%	6%			

Cohort Analysis for Class of 2020 Math - Ethnicity*

	2015 - 7th Grade			2016 - 8th Grade			2019 - 11th Grade		
	Hispan ic/ Latino (15)	2 or more races (14)	White (52)	Hispan ic/ Latino (14)	2 or more races (14)	White (52)	Hispan ic/ Latino (13)	2 or more races (14)	White (50)
Standard Exceeded	47%	50%	33%	21%	57%	37%	23%	60%	50%
Standard Met	20%	29%	44%	50%	29%	33%	54%	27%	38%
Standard Nearly Met	27%	21%	17%	7%	14%	27%	15%	7%	10%
Standard Not Met	7%	0%	6%	21%	0%	4%	8%	7%	2%

^{*} Data reflects 7th, 8th, and 11th grade CAASPP scores for current PCS Class of 2020 students.

Minimizing School Transitions Benefits Students

The list of successful examples actively addressing the deleterious effects of non-standard school grade configurations is vast. One instructive example is a study of charter schools in Chicago that found substantial positive effects of charter schools on educational attainment, attributing the improvement to the fact that many of the charter schools had eliminated the transition from middle to high school, using grade configurations such as K-12 or 6-12. The for two decades, the Century Foundation has been researching and reporting on socioeconomic school integration programs that promote economic and racial diversity as a way of fostering social mobility and social cohesion. In 2012, the Century Foundation highlighted the work of E. L. Haynes Public Charter School which, in 2009, served grades pre-K through 7. In 2011–12, the charter school expanded through grade 9 and recorded drastic improvements in students' social and emotional adjustment as well as overall achievement. E. L. Haynes continued to expand by one grade each year through grade 12, becoming one of the top-performing charter schools in Washington D.C. and has been recognized nationally with the Fight for Children Quality Schools Initiative Award for exceptional student achievement gains.

Given the weight of the evidence, PCS strongly believes that in order to be effective at attracting and enabling the success of an intentionally diverse student body, the Charter School must adopt a 6-12 grade configuration. As is clear in literature, preventing the severe disruptions caused by school transitions, which disproportionately impact underrepresented communities, will both attract parents of more diverse backgrounds to PCS and enable PCS to ensure their students' success once they arrive. Although targeted recruitment and lottery preferences can help create diverse student bodies, in a system of school choice, successful recruitment will ultimately rely on eliminating the current requirement for PCS students coming from the traditional public schools

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¹³The Effects of Charter High Schools on Educational Attainment, Kevin Booker, Tim R. Sass, Brian Gill, and Ron Zimmer, Journal of Labor Economics 2011 29:2, 377-415

to undergo at least three school transitions as they move from elementary to middle to high school. As the "double jump" to PCS' middle school program was created by the change in local elementary and middle school configuration four years after PCS' initial charter (2003-2004), this request for material revision seeks to correct the resulting misalignment and allow families to consider this exemplary school of choice without the unnecessary and harmful hinderance of an additional transition.

As highlighted in the latest The Century Foundation Report, in order to help move the needle on school integration, charter schools will have to move beyond school models to diverse-by-design systems. That is, they need to cooperate with local districts to develop effective enrollment and retention practices that work within the local public school landscape and join with outside stakeholders and leaders to push for school integration. If PCS is to become a strong player in the fight against school segregation, it must think both outside and inside the schoolhouse doors. Integration within a school requires examining not just school enrollment, instructional practices, school culture and retention but also effectively addressing the debilitating effects of non-standard grade configurations, which result in unnecessary additional school transitions for students and families.

Further Background on Student Population Balance at PCS

Each and every student enrolled in Pacific Collegiate School, regardless of race, ethnicity, language ability, special needs, wealth, prior academic achievement, or any characteristic listed in Education Code Section 220, has access to a rigorous, college preparatory curriculum rich in Advanced Placement (AP) courses. This combination of open access coupled with high academic standards and proven achievement by students of diverse abilities has consistently resulted in greater demand for admission than seats available, which is addressed through an annual lottery (See Element H: Admission Policies and Procedures).

Like all California public institutions, PCS is prohibited by law from instituting admissions policies that promote enrollment of children of a particular racial or ethnic group. Yet the school remains steadfast in its commitment to developing a diverse student body that is reflective of the racial and ethnic balance of the general population residing within the territorial jurisdiction of the Santa Cruz City Schools Secondary District, where PCS' original charter petition was submitted. The PCS Diversity Plan, included in **Appendix K**, acts as a roadmap providing structure to this commitment.

Key to the implementation of the Diversity Plan is the Board's continued allocation of funds for an Outreach Coordinator (PCS is perhaps the only school in the area to do so) and the establishment of the Diversity Oversight Committee (DOC). The Outreach Coordinator is a member of the DOC and both work together with the Head of School to execute the Plan, evaluate progress and recommend adjustments as needed to meet specific milestones.

The Diversity Plan's multi-faceted approach to advancing awareness and interest in the school's mission and program advocates extensive outreach to Santa Cruz area students and their families. The Diversity Plan acknowledges that all these efforts will take time and continued collaboration with our local school district and County Office of Education. Through a variety of community

service programs, PCS students have served as mentors to younger students and the bond of friendship and trust created helps to encourage interest in enrollment amongst a broad cross-section of the community. Through the direct efforts of the DOC, PCS participates in the Santa Cruz Live Oak Collaborative meetings to promote college-bound communities and also maintains on-going relationships with the UCSC Educational Partnership Center, the Boys and Girls Club of Santa Cruz, the Beach Flats Community Center, and the Davenport Resource Center. These outreach efforts have allowed PCS to begin to establish important relationships within the Santa Cruz community. For example, beginning in the spring of 2014, PCS has partnered with Barrios Unidos in an after-school program located on the PCS campus. Twice a week, students from Barrios Unidos were transported to PCS where PCS volunteer students and staff work with them on homework, study skills, and targeted instruction in reading and math. In the summer of 2019, PCS partnered with the Davenport Resource Center and local technology company, Looker, to provide a summer coding camp for students in grades 4-6. This successful camp allowed a diverse group of potential future students to familiarize themselves with the PCS campus, as they learned valuable coding skills. We look forward to exploring more ways in which PCS can partner with local schools and community organizations to provide educational opportunities for children in Santa Cruz County.

Information about Pacific Collegiate School and upcoming events are available to everyone on our website (http://www.pacificcollegiate.com/) and in the local newspapers. Information and announcements are also distributed to area schools, community centers, libraries, after-school programs, health clinics, religious institutions and other areas where students and families of diverse backgrounds might be reached. Prior to the annual lottery, which is typically held in the spring, we conduct eight to ten information meetings for students and their families that are spread across several months and held in locations that span Santa Cruz County, including community spaces in Watsonville, Live Oak, and Beach Flats. These meetings are widely advertised in English as well as Spanish, and all materials are translated into Spanish. Spanish language interpretation is available at each meeting and several of these meetings take place on Saturdays.

Creating a welcoming culture where diversity is valued is also a key component in attracting a diverse student body. Pacific Collegiate School hires staff and faculty who respect all students. The school invests in training that helps align individual faculty and department goals with the diversity goals of the school. Students are expected to treat each other fairly and respectfully. The school program's international emphasis is used sensitively to raise awareness of race and ethnicity within the context of academic inquiry. The 2020-2025 Diversity Plan includes several professional development and student learning opportunities to foster an inclusive and welcoming school community.

In an effort to build a more diverse student population, the PCS Board of Directors approved a pilot program that would, from 2011-2014, address student diversity by directly affecting lottery selections. With the goal of increasing racial and socio-economic diversity, the PCS Pilot Lottery Study – beginning with the admission lottery for the 2011-2012 school year – set aside either 10% of available slots or five seats, whichever number was greater, for children who would be the first in their family to attend college. (For purposes of this program, a 'first-generation college-bound applicant' is defined as one whose parents' or chief guardians' highest level of education is less than an Associate's Degree). We continue to make inroads in this area, increasing the number of

available seats reserved for first-generation college bound applicants in the public random drawing from 10% to 15% in 2014-2019 and from 15% to 30% in 2020, at which time PCS also added a preference for students who eligible for free and reduced priced meals (see more information in Element H). PCS just conducted its first lottery since implementing this new preference for the 2020-2021 academic year. PCS' efforts in this regard have already yielded results, attracting enough applications to offer a full 30% of 7th grade slots to FTC and/or FRPM students for the 2020-21 school year, with an additional 11 admitted through the regular lottery and 16 more on the waiting list. It is yet too early to know how many of these students will accept PCS' offer of admission and enroll, or the racial and ethnic balance of this group. We look forward to learning from this data as it becomes available in the coming months.

The first to college lottery has now run for nine years, and PCS has seen some increase in the diversity of its student population. For example, as of the state's CALPADS reporting dates in October of 2011 and 2012, the percentage of Hispanic/Latino students in Grades 7, 8, and 9 at PCS was markedly higher than in other grades, as the table below suggests. The table also indicates overall growth in the school's Hispanic/Latino student population when compared to October 2010, the last count prior to the introduction of the FTC Lottery.

Percentage of PCS Students Reported as Hispanic/Latino

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	5.0	10.2	6.7	12.6	12.3	5.5	9.0
10/11	17.0	13.6	11.4	4.7	10.7	10.4	11.4
10/12	21.6	16.1	11.4	13.1	5.9	11.0	13.2
10/13	13.5	20.5	17.0	11.8	14.7	16.1	14.0
10/14	15.4	14.1	18.2	17.0	16.7	15.5	16.1
10/15	15.2	15.0	13.0	14.4	14.8	12.9	14.3
10/16	6.5	18.7	18.7	14.1	18.3	14.9	15.1
10/17	17.4	7.6	18.5	16.5	15.0	16.9	15.3
10/18	11.0	18.3	6.5	16.5	18.2	16.7	14.5

	10/19	17.4	10.9	19.8	9.9	14.3	17.9	14.9
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Similarly, PCS has seen a decline in the percentage of students reporting as White in Grade 7 after four First to College lotteries and in Grades 8, 9, and 10 as it absorbed enrollees earlier first to college lotteries (bold face below):

Percentage of PCS Students Reported as White

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	86.3	73.9	69.7	74.7	75.3	81.8	76.5
10/11	65.9	71.6	72.7	67.1	72.6	72.7	70.4
10/12	65.9	65.5	72.3	72.6	70.6	76.8	70.6
10/13	64.0	64.8	63.6	69.4	66.6	72.0	66.6
10/14	70.3	65.2	67.0	68.2	71.8	66.2	68.1
10/15	76.1	72.0	71.7	71.1	66.7	72.9	71.8
10/16	78.3	75.8	64.8	67.4	64.6	67.6	69.9
10/17	60.9	77.2	73.9	64.8	67.7	66.2	68.5
10/18	69.2	61.3	76.1	74.7	59.1	70.0	68.4
10/19	68.5	69.6	59.3	74.7	73.9	60.7	67.9

These shifts in student diversity demonstrate some progress as the combined impact of both the first to college lottery and the outreach efforts of the school. The adoption and sustained implementation of PCS' comprehensive Diversity Plan, which provides a positive framework for meeting diversity goals through its five standards – Planning, Structural Diversity, Classroom Diversity and Academic Success, Campus Culture and Assessment – has yielded some positive results. These results have, in turn, been further amplified by the school's admissions preferences.

However, as past measures have not resulted in PCS enrollment reflecting the diversity of the

surrounding Santa Cruz community, our 2020-2025 Diversity Plan proposes several bold measures to increase diversity. These include measures to recruit a more diverse student population, build mechanisms for student support, recruit diverse school leadership, build an inclusive and supportive school culture, and refine data collection and evaluation to support the success of underrepresented students at PCS (see Diversity Plan in **Appendix K**). Because diversity continues to be a priority at PCS, it is the goal of this most recent Diversity Plan to substantively move PCS enrollment toward parity with our surrounding community and schools.

Element H: Admission Policies and Procedures

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H).

There are no admission requirements to attend PCS, with the exception of California residency and the maximum age limits required by law. (Title 5 California Code of Regulations Section11960(c).) After an offer of admission is made, the enrollment process will include diagnostic testing and examination of a student's performance history to ensure appropriate placement in classes and targeted assistance as needed.

Pacific Collegiate School shall admit all pupils who wish to attend the school, subject only to capacity, and any pupil attending Pacific Collegiate School may continue to attend Pacific Collegiate School in the following year. PCS will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student on the basis of any characteristic described in Education Code Section 220. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), PCS shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), Pacific Collegiate shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. If the number of new pupils who wish to attend Pacific Collegiate School exceeds Pacific Collegiate School's openings for any grade, admission shall be determined by a public random drawing (or "lottery"), with the exception of existing students, who are guaranteed

admission in the following school year. The lottery is typically held in the spring following the open enrollment period.

For the purposes of schedule development and class assignment, and for the purpose of clarifying the meaning of the term "Section" for purposes of this <u>Element H</u>, for middle school grades PCS typically accounts for enrollment by section; each such section representing a single class and teacher assignment, which have varied from 20-24 students each in the past. For example, in recent school years PCS has maintained 4 middle school Sections, divided proportionally among the total number of pupils in each grade (e.g. 4 separate English 8 classes of 23 students, 4 separate Science 7 classes of 23 students, etc.).

Sixth grade Preference

Preference in the public random drawing for sixth grade shall be given to the following students in the following order¹⁴:

- 1. Applicants who are siblings of pupils of PCS and both an FRPM eligible applicant and a first-generation college-bound applicant.
- 2. Non-sibling applicants to the 6th grade who are both an FRPM eligible applicant and a first-generation college-bound applicant.
- 3. Applicants who are siblings of current pupils of PCS and either an FRPM eligible applicant or a first-generation college-bound applicant.
- 4. Non-sibling applicants who are either an FRPM eligible applicant or a first-generation college-bound applicant.
- 5. Children of current faculty or staff of PCS.
- 6. Children of current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy, but limited to those members that actively served as members on or after July 1, 2019.
- 7. Siblings of current pupils of PCS, or surviving siblings of any student deceased while enrolled at PCS.
- 8. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

Seventh Grade Preference

Preference in the public random drawing for seventh grade shall be given to the following students in the following order¹⁵:

¹⁴ Preferences 1-4 shall be limited to a combined total of (a) fifty percent (50%) of the incoming 6th grade class if PCS is offering one (1) section of 6th grade (up to 26 students), or (b) thirty percent (30%) of the incoming 6th grade class if PCS is offering 2 sections of 6th grade (up to 44 students). Once this threshold of the incoming class is selected, the applicants who qualify for these admission preferences but who were not admitted pursuant to these preferences shall be awarded the benefit of other admission preferences for which they are eligible, if any.

¹⁵ Preferences 1-4 shall be limited to a combined total of thirty percent (30%) of the incoming 7th grade class. Once

- 1. Applicants who are siblings of current pupils of PCS and both an FRPM eligible applicant and a first-generation college-bound applicant.
- 2. Non-sibling applicants to the 7th grade who are both an FRPM eligible applicant and a first-generation college-bound applicant.
- 3. Applicants who are siblings of current pupils of PCS and either an FRPM eligible applicant or a first-generation college-bound applicant.
- 4. Non-sibling applicants who are either an FRPM eligible applicant or a first-generation college-bound applicant.
- 5. Children of current faculty or staff of PCS.
- 6. Siblings of current pupils of PCS, or surviving siblings of any student deceased while enrolled at PCS.
- 7. Children of current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
- 8. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

Grades 8-12 Preference

Preference in the public random drawing for grades 8-12 shall be given to the following students in the following order:

- 1. Children of current faculty or staff of PCS.
- 2. Siblings of current pupils of PCS, or surviving siblings of any student deceased while enrolled at PCS.
- 3. Children of current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
- 4. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

The PCS Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. The lottery shall be performed by a web-based computer program/application. A third-party vendor shall setup the lottery software in a manner that simulates the following procedure.

Lottery spaces are selected in order of grade level. The software shall simulate separate lotteries

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^{30%} of the incoming class is selected, the applicants who qualify for these admission preferences but who were not admitted as part of the 30% shall be awarded the benefit of other admission preferences for which they are eligible, if any.

for each grade in which there are fewer vacancies than pupils interested in attending. There is no weighted priority assigned to the preference categories; rather, within each grade level, the software shall randomly select students from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, software randomly shall select students within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category shall be selected by the software, and the program shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

The vendor shall certify that the program ran correctly and that the appropriate preferences were provided. Applicants do not need to be present at the lottery to receive or accept an offer of admission.

Wait-list

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be placed on a wait-list according to the in which their name was selected by the lottery software. This wait-list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait-list carry over to the following school year.

Note Regarding Staff and board preference

Over the last 6 years the number of children admitted into the 7th grade class through the staff and board preferences has been as follows:

	Staff	Board
2020-21	2	3
2019-20	2	4
2018-19	8	2
2017-18	3	2
2016-17	2	7
2015-16	5	5

Element I: Financial Audit

<u>Governing Law</u>: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(c)(5)(I).

An annual independent financial audit of the books and records of Pacific Collegiate School will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of Pacific Collegiate School will be kept in accordance with generally accepted accounting principles and, as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers K-12 Audit Guide.

The PCS Finance Committee, consistent with its Charter, is responsible for contracting and overseeing the independent audit. The PCS Finance Committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution finance and audit experience and approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County, the State Controller, and to the CDE by the 15th of December of each year. The Head of School, along with the Finance committee, will review any audit exceptions or deficiencies and report to the Pacific Collegiate School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the County describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel. The independent financial audit of the Pacific Collegiate School is public record to be provided to the public upon request.

Pursuant to Education Code Section 47604.3, Pacific Collegiate School will promptly respond to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the County. Pacific Collegiate School will automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m). Pacific Collegiate School recognizes the right of the County to conduct random inspections of Pacific Collegiate School pursuant to Education Code Section 47607.

Element J: Suspension and Expulsion Procedures

Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
- (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
- (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). Education Code Section 47605(c)(5)(J).

Policy

Students shall not be suspended or expelled for academic failure. Students shall only be suspended or expelled for violations described in the PCS Pupil Suspension and Expulsion Policy.

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Pacific Collegiate School. In creating this policy, Pacific Collegiate School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* Pacific Collegiate School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular

classroom instruction. This policy shall serve as Pacific Collegiate School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Pacific Collegiate School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Pacific Collegiate School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that school policies and procedures are available in the student handbook, on our website, and by request at the Head of School's office.

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

A student identified as an individual with disabilities or for whom Pacific Collegiate School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Pacific Collegiate School will follow all applicable federal and state laws including but not limited to the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom Pacific Collegiate School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, PCS shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until PCS issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

Procedures

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

- 1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall apply to pupils in any of grades 9 to 12, inclusive.
 - l. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
 - m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
 - n. Harassed, threatened, or intimidated a student who is a complaining witness or

- witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma
- p. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- q. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students

which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
- 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by PCS.
- ii. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - 1. A message, text, sound, video, or image.
 - 2. A post on a social network application or web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - 3. An act of cyber sexual bullying.
 - a. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to

- (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- b. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.
- 2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
 - a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.
 - b. Brandishing a knife at another person.
 - c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
 - d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).
- 3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person

- another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- 1. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma
- o. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - ii. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - 1. A message, text, sound, video, or image.
 - 2. A post on a social network application or Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or

- more of the effects as listed in subparagraph (1) above.
- b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- 3. An act of cyber sexual bullying.
 - a. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- v. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.
- b. Brandishing a knife at another person.
- c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy. The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded by a conference conducted by the Head of School or the Head of School's designee with the student and his or her parent/guardian and, whenever practical, the teacher, supervisor or Pacific Collegiate School employee who referred the student to the Head of School or designee.

The conference may be omitted if the Head of School or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Pacific Collegiate School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two school days, unless the pupil waives this right or is physically

unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Pacific Collegiate School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Pacific Collegiate School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Head of School or Head of School's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Head of School or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents/guardian, unless the pupil and the pupil's parents/guardian fail to attend the conference.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion

are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Pacific Collegiate School Board of Directors following a hearing before it or by the Pacific Collegiate School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a Board member of the Pacific Collegiate School Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Head of School or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

- 1. The date and place of the expulsion hearing;
- 2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based:
- 3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
- 4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
- 5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- 6. The right to inspect and obtain copies of all documents to be used at the hearing;
- 7. The opportunity to confront and question all witnesses who testify at the hearing;
- 8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

Pacific Collegiate School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by Pacific Collegiate School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- a. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b. Pacific Collegiate School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- c. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- d. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- f. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- g. If one or both of the support persons is also a witness, Pacific Collegiate School must present evidence that the witness' presence is both desired by the witness and will be helpful to Pacific Collegiate School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- h. The testimony of the support person shall be presented before the testimony

of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

- i. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- j. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion.

The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Head of School or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with Pacific Collegiate School

The Head of School or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

Pacific Collegiate School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from Pacific Collegiate School as the Pacific Collegiate School Board of Director's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. Pacific Collegiate School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from Pacific Collegiate School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to Pacific Collegiate School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Head of School or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Head of School or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon Pacific Collegiate School's capacity at the time the student seeks readmission.

O. Notice to Teachers

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

P. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1 Notification of SELPA

Pacific Collegiate School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Pacific Collegiate School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Pacific Collegiate School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Team, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Pacific Collegiate School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that Pacific Collegiate School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Pacific Collegiate School agree to a change of placement as part of the modification of the behavioral intervention plan.

If Pacific Collegiate School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then Pacific Collegiate School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or Pacific Collegiate School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or Pacific Collegiate School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Pacific Collegiate School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Pacific Collegiate School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Head of School or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Pacific Collegiate School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Pacific Collegiate School had knowledge that the student was disabled before the behavior occurred.

Pacific Collegiate School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Pacific Collegiate School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Pacific Collegiate School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Pacific Collegiate School supervisory personnel.

If Pacific Collegiate School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If Pacific Collegiate School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Pacific Collegiate School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by Pacific Collegiate School pending the results of the evaluation.

Pacific Collegiate School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Element K: Retirement Systems

<u>Governing Law</u>: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(c)(5)(K).

All eligible employees at Pacific Collegiate School are covered by the State Teachers' Retirement System, including certificated teachers. All eligible employees at Pacific Collegiate School are covered by the Public Employees' Retirement System, and/or Social Security, as appropriate to the position. A list of current positions covered under each retirement system is included in **Appendix P**. The PCS Senior Business Administrator is responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

Element L: Attendance Alternatives

<u>Governing Law</u>: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(c)(5)(L).

No student may be required to attend Pacific Collegiate School. Students who reside within the County who choose not to attend Pacific Collegiate School may attend school at their home district according to district policy or at another school district or school within the County through the district's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in Pacific Collegiate School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in Pacific Collegiate School, except to the extent that such a right is extended by the local education agency.

Element M: Employee Return Rights

<u>Governing Law</u>: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(c)(5)(M).

No public school district or County employee shall be required to work at Pacific Collegiate School. Employees of a district or County who choose to leave the employment to work at Pacific Collegiate School will have no automatic rights of return to the district or County after employment by Pacific Collegiate School unless specifically granted by the district or County through a leave of absence or other agreement. Pacific Collegiate School employees shall have any right upon leaving the district or County to work in Pacific Collegiate School that the district or County may specify, any rights of return to employment in a school district after employment in Pacific Collegiate School that the district may specify, and any other rights upon leaving employment to work in Pacific Collegiate School that the district, County or State Board of Education determines to be reasonable and not in conflict with any law.

Sick or vacation leave or service credit from a district or County will not transfer nor accrue to Pacific Collegiate School; similarly, no sick or vacation time specifically accrued at Pacific Collegiate School is transferable to district or County employment. Employment by Pacific Collegiate School provides no rights of employment at any other entity, including any rights in the case of closure of Pacific Collegiate School.

Element N: Dispute Resolution

<u>Governing Law</u>: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(N).

Pacific Collegiate School and the Santa Cruz County Board of Education (the "County") will be encouraged to attempt to resolve any disputes with the County amicably and reasonably without resorting to formal procedures as set forth below. In addition, Pacific Collegiate School and the County have also agreed to participate in non-binding mediation as set forth in Section 5 of the Charter School Memorandum of Understanding.

In the event of a dispute between Pacific Collegiate School and the County, Pacific Collegiate School staff, employees and Board members of Pacific Collegiate School and the County agree to first frame the issue in written format ("dispute statement") and to refer the issue to the County Superintendent and Head of School of Pacific Collegiate School, or their respective designees. In the event that the County Board believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Pacific Collegiate School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the County's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Head of School and Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Head of School of Pacific Collegiate School, or their respective designees, and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Head of School, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Head of School, or their respective designees. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the County and Pacific Collegiate School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and Pacific Collegiate School.

Internal Disputes

Internal disputes shall be handled in accordance with complaint policies and procedures as adopted by the Board of Directors, including a Uniform Complaint Policy and Procedures. Pacific Collegiate School requests that any complaints received by the County concerning internal matters

of the school be promptly forwarded to the Pacific Collegiate School for processing in accordance with the school's complaint policies and procedures.

Element O: Closure Procedures

<u>Governing Law</u>: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to ensure the disposition of all assets and liabilities of the charter school, including disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(c)(5)(0).

As a vibrant, successful, and financial solvent school, PCS does not expect the Charter School to close. Closure of Pacific Collegiate School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of Pacific Collegiate School, the Santa Cruz County Office of Education, Pacific Collegiate School's SELPA, the retirement systems in which Pacific Collegiate School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of Pacific Collegiate School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Pacific Collegiate School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, Pacific Collegiate School will provide parents, students and the County Office of Education with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. Pacific Collegiate School will ask the County Office of Education to store original records of Pacific Collegiate School students. All student records of Pacific Collegiate School shall be transferred to the County upon closure. Where possible, Pacific Collegiate School will deliver student records to the returning district or school, if applicable. If the County will not or cannot store the records, Pacific Collegiate School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practicable, Pacific Collegiate School will prepare final financial records. Pacific Collegiate School will also have an independent audit completed within six months after closure. Pacific Collegiate School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Pacific Collegiate School and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to Pacific Collegiate School.

Pacific Collegiate School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of Pacific Collegiate School, all assets of Pacific Collegiate School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Pacific Collegiate School, remain the sole property of the nonprofit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C.§ 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the County or County property will be promptly returned upon Pacific Collegiate School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, Pacific Collegiate School shall remain solely responsible for all liabilities arising from the operation of Pacific Collegiate School.

As Pacific Collegiate School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of Pacific Collegiate School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies. As specified by the Budget in **Appendix N**, Pacific Collegiate School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Miscellaneous Provisions

Charter Term

The term of this charter renewal shall be from July 1, 2020 to June 30, 2025.

Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable, or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Santa Cruz County Board of Education and the Pacific Collegiate School Board of Directors.

Communications

All official communications between Pacific Collegiate School and its Board, and the Santa Cruz County Board of Education, will be sent via First Class Mail or other appropriate means to the following address:

Pacific Collegiate School 3004 Mission Street Santa Cruz, CA 95060

Facilities

<u>Governing Law:</u> [T]he facilities to be used by the charter school. ... The description of facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(h).

PCS leases a 47,000 square foot facility at 3004 Mission Street, Santa Cruz, owned by the Pacific Collegiate Foundation.

The facility has 30 classrooms, including specially designed rooms for science, visual and performing arts, and technology classrooms. There will also be a large space for performances and gatherings, a library, administrative offices, staff workrooms, conference rooms, and all necessary additional spaces to maintain a safe and effective learning environment. In particular, ample space has been included to allow students to congregate, eat, collaborate, and socialize. This includes a large indoor student center with adjoining exterior deck, and multiple exterior seating areas. Field, gym space, and theater space will be provided off site to support extracurricular activities.

Administrative Services

<u>Governing Law</u>: [T]he manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

PCS currently contracts with Charter Impact for administrative and financial assistance including, but not limited to, financial management, accounts payable/receivable, payroll, and human resources.

Potential Civil Liability Effects

Governing Law: [P]otential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h).

PCS is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. PCS shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of PCS.

Further, PCS and the County shall enter into a memorandum of understanding, wherein PCS shall indemnify the County for the actions of PCS under this charter.

The corporate bylaws of PCS provide for indemnification of the PCS Board of Directors, officers, agents, and employees, and PCS shall maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

PCS shall maintain general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Insurance amounts are determined by recommendation of the County and PCS's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of PCS.

The PCS Board of Directors institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Budgets and Financial Statements

<u>Governing Law</u>: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(h).

Attached, as **Appendix N**, please find Pacific Collegiate School's three-year budget and cashflow, including budget assumptions and projections. These documents are based upon the best data available to PCS at this time.

PCS shall provide reports to the County in accordance with Education Code Section 47604.33 as follows and shall provide additional fiscal reports as requested by the County:

- 1. By July 1, a preliminary budget for the current fiscal year.
- 2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
- 3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of Pacific Collegiate School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.
- 4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- 5. By September 15, a final non-audited report from the full prior year. The report submitted to the County shall include an annual statement of all the Pacific Collegiate School's receipts and expenditures for the preceding fiscal year and the School's balance sheet.

Appendix A: Student Achievement Data	

nal AP Data (2015-2019)

	2015	2016	2017	2018	2019
tudents	200	197	211	216	224
Exams	420	409	412	423	433
ts with Scores	183	173	168	193	188
AP students	91.5	87.8	79.6	89.4	83.9

s Snapshot (2019)

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
·			1	1	·									9		11
10	16		2	11	3	1			5	3	3		1	15	15	88
26	6	1	4	20		4			8	11	5	2	1	28	16	140
17	8	1	2	15	1			1	4	8	4	1		24	26	113
4	6	3	3	13	2	1	1		6	3	1	1		13	23	81
57	36	5	12	60	6	6	1	1	23	25	13	4	2	89	80	433

egiate School – Charter Renewal

nal AP Data by Courses Offered (2015-2019)

		,			
	2015	2016	2017	2018	2019
	3	1			3
	9				8
	5	1			1
	1	1			1
\$	18	3			13
	3.11	3.67			3.00
	2015	2016	2017	2018	2019
		1			
	5	11	4	3	10
	20	19	15	21	26
	32	15	22	24	17
	5	8	7	15	4
,	62	54	48	63	57
	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

nd	2015	2016	2017	2018	2019
	1				
				3	
8	1			3	
	3.00			5.00	

	2015	2016	2017	2018	2019
	1	1	1	2	1
	1	1	4		2
	3	4	4	3	4
	2	8	6	11	2
	7	1	2	3	3
S	14	15	17	19	12
	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

	2015	2016	2017	2018	2019
	1				1
	4	6	1	5	4
	3		1	2	
	1	1	2	1	1
S	9	7	4	8	6
	3.44	3.29	4.25	3.50	3.17

Music Theory	2015	2016	2017	2018	2019
1					
2					
3			1		
4	3		4		
5	3		1		
Total Exams	6		6		
Mean Score	4.5		4.00		

	2015	2016	2017	2018	2019
	1	1		2	
	1	2		1	
	1			1	
		1	1	1	
5	3	4	1	5	
	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

	2015	2016	2017	2018	2019
					5
			11		8
			5		4
			4		6
5			20		23
			3.65		3.48

	2015	2016	2017	2018	2019
		1	1	1	3
	3	4	5	7	11
	7	4	8	9	8
	3	6	5	2	3
S	13	15	19	19	25
	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

ry	2015	2016	2017	2018	2019
	3	1	5	4	
	7	5	17	14	15
	28	11	20	29	16
	28	32	38	24	26
	12	19	8	11	23
3	78	68	88	82	80
	3.5	3.93	3.31	3.29	3.71

	2015	2016	2017	2018	2019
	1	3	2	4	9
	10	14	7	10	15
	22	17	21	19	28
	23	23	21	25	24
	7	16	17	11	13
5	63	73	68	69	89
	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
-	Males	1320	653	667
-	Females	1223	632	591
-	White	1306	664	642
-	Hispanic/Latino	1148	571	577
-	Fee reduction	1128	562	567
-	No fee reduction	1298	657	641
2018		1353	676	677
-	Males	1401	685	716
-	Females	1316	668	648
-	White	1358	684	674
-	Hispanic/Latino	*	*	*
-	Fee reduction	*	*	*
-	No fee reduction	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

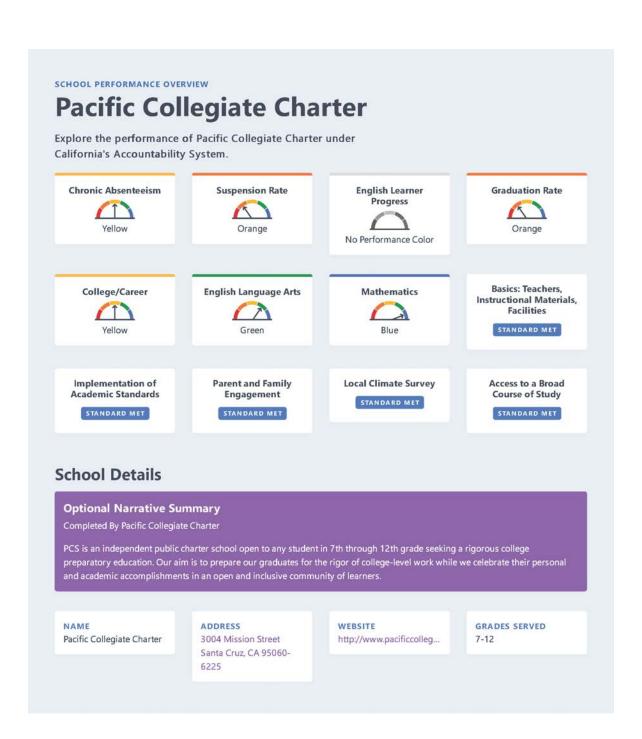
	% of Students who Met or Exceeded Standards						
]	ELA - All Students (Grades 7, 8, 11)	S	Math - All Students (Grades 7, 8, 11)			
Year	PCS	SCCS	County	PCS	SCCS	County	
2018	86.15	59.75	45.96	77.07	41.34	34.33	
2017	85.88	59.28	44.79	76.43	41.58	32.95	
2016	80	60	45	69	44	33	
2015	80	62	43	73	43	32	

Longitudinal Comparison: CAASPP ELA and Math Scores of PCS significant subgroups (White, Hispanic/Latino) and similar subgroups in Santa Cruz County Schools

ELA		% Met/Exce	eeded Standard	
	I	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					
	I	PCS 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



PACIFIC COLLEGIATE CHARTER

Student Population

Explore information about this school's student population.

Enrollment

537

Socioeconomically Disadvantaged

11.7%

English Learners

0.6%

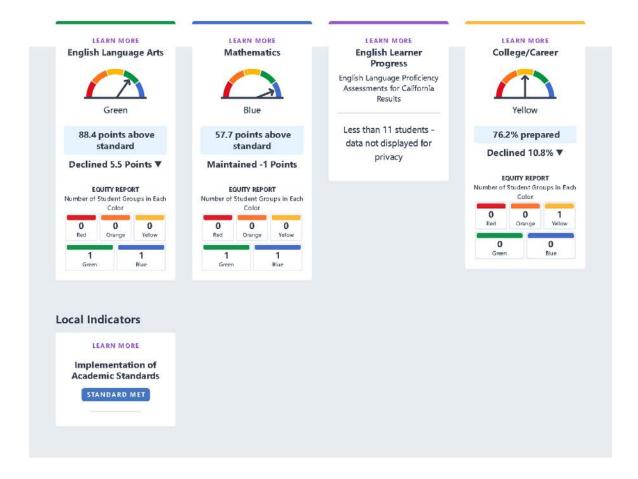
Foster Youth

0.2%

PACIFIC COLLEGIATE CHARTER

Academic Performance

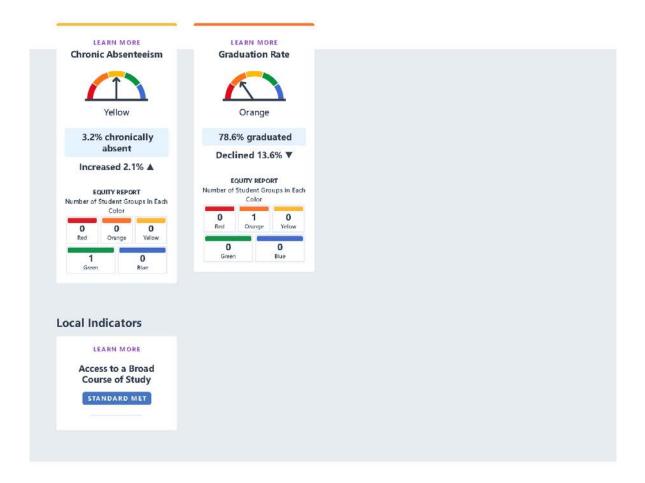
View Student Assessment Results and other aspects of school performance.



PACIFIC COLLEGIATE CHARTER

Academic Engagement

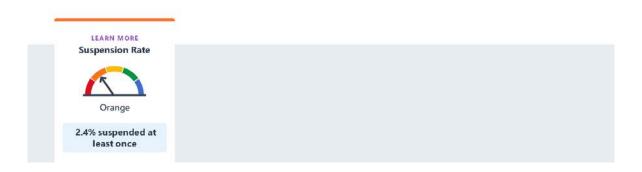
See information that shows how well schools are engaging students in their learning.

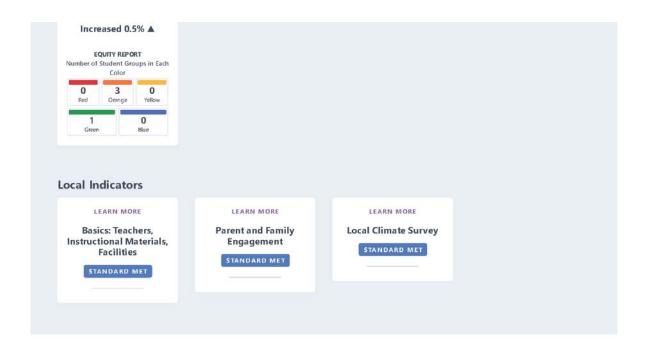


PACIFIC COLLEGIATE CHARTER

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 Sche	edule and In	structional N	1 inutes

Pacific Collegiate School Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1	Period 1	Period 2	Period 1	
8:15 – 9:12	8:15 – 10:00	8:15 – 10:00	8:15 – 10:00	
Period 2 9:17 - 10:17				
Break	Seminar	Tutorial	Tutorial	Period 2
10:17 - 10:27	10:05 – 10:45	10:05 – 10:45	10:05 – 10:45	9:00 – 10:45
Period 3	Break	Break	Break	Break
10:32 - 11:29	10:45 - 10:55	10:45 - 10:55	10:45 - 10:55	10:45 - 10:55
Period 4	Period 3	Period 4	Period 3	Period 4
11:34 - 12:31	11:00 - 12:45	11:00 - 12:45	11:00 - 12:45	11:00 - 12:45
Lunch	Lunch	Lunch	Lunch	Lunch
12:31 - 1:11	12:45 - 1:25	12:45 - 1:25	12:45 - 1:25	12:45 - 1:25
Period 5 1:16 - 2:13				
Period 6	Period 5	Period 6	Period 5	Period 6
2:18 - 3:15	1:30 - 3:15	1:30 - 3:15	1:30 - 3:15	1:30 - 3:15

V 0040 00	Grades	Grades
Year: 2019-20 Required Minutes	4-8 54,000	9-12 64,800
Non-Block Days	34,000	04,000
Total Daily Minutes		
Daily Start Time	8:15	8:15
Daily End Time (use 24 hour clock)	15:15	15:15
Subtotal Minutes	420	420
Non-Instructional Minutues		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Subtotal Minutes Per Non-Block Day	370	370
Non-Block Days Per Year	31	31
Subtotal Annual Minutes on Non-Block Days	11,470	11,470
Block Days		
Total Daily Minutes		
Daily Start Time	8:15	8:15
Daily End Time	15:15	15:15
Subtotal Minutes	420	420
Non-Instructional Minutues		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Total Minutes Per Block Day	370	370
Block Days Per Year	109	109
Subtotal Annual Minutes on Block Days	40,330	40,330
Fridays		
Total Daily Minutes		
Daily Start Time	9:00	9:00
Daily End Time	15:15	15:15
Subtotal Minutes	375	375
Non-Instructional Minutues		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	40 50
Total Minutes Per Fridays	325	325
Fridays Per Year	35	35
Subtotal Annual Minutes on Fridays	11,375	11,375
Finals Days		
Total Daily Minutes	0.45	0.45
Daily Start Time	8:15	8:15
Daily End Time	13:50	13:50
Subtotal Minutes	335	335
Non-Instructional Minutues		
Break		
Lunch	25	25
Subtotal Non-Instructional Minutes	25	25 25 310 6
Total Minutes Per Finals Day	310	310
Final Days Per Year	6	

Subtotal Annual Minutes on Final Days	1,860	1,860
•		
Last Day		
Total Daily Minutes		
Daily Start Time	9:00	9:00
Daily End Time	11:00	11:00
Subtotal Minutes	120	120
Non-Instructional Minutues		
Recess		
Lunch		
Subtotal Non-Instructional Minutes	0	0
Total Minutes Per Last Day	120	120
Last Day Per Year	1	1
Subtotal Annual Minutes on Last Day	120	120
Total Annual Instructional Minutes	65,155	65,155
Amount Above (Below) Minimum	11,155	355.00
© 2005-19 CSDC		
T. IN. I. CD.	100	100
Total Number of Days	182	182

Pacific Collegiate School Proposed Schedule for Sixth-grade Program

Class #1

Monday	Tuesday	Wednesday	Thursday	Friday	
Period 1 & 2 8:15-10:17 Humanities Core	Period 1 8:15-10:00 Humanities Core	Period 2 8:15-10:00 Humanities Core	Period 1 8:15-10:00 Humanities Core ELA/ELD/History	Collaboration Late Start	
ELA/ELD/History	ELA/ELD/History	ELA/ELD/History		Period 2	
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	9:00-10-45 Humanities Core ELA/ELD/History	
	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55	
Period 3 & 4 10:32-12:31 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00–12:45 STEM Core Math/Science	
LUNCH 12:31-1:11	LUNCH 12:45-1:25				
Period 5A 1:16-2:13 Visual Arts	Period 5A 1:30-2:20 Visual Arts	Period 6B	Period 5A 1:30-2:20 Visual Arts	Period 6B	
Period 6A 2:18-3:15 Wellness (Health/Physical Education)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)	1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)	1:30-3:15 World Explorers (Language/Art/Music/Culture)	

Class #2

Monday	Tuesday	Wednesday	Thursday	Friday	
Period 1 & 2 8:15-10:17 STEM Core	Period 1 8:15-10:00 STEM Core	Period 2 8:15-10:00 STEM Core	Period 1 8:15-10:00 STEM Core Math/Science	Collaboration Late Start	
Math/Science	Math/Science	Math/Science		Period 2 9:00-10-45	
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	STEM Core Math/Science	
	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55	
Period 3 & 4 10:32-12:31 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00–12:45 Humanities Core ELA/ELD/History	
LUNCH 12:31-1:11	LUNCH 12:45-1:25				
Period 5A 1:16-2:13 Wellness (Health/Physical Education)	1:16-2:13 Wellness Period 5B	Period 5A 1:30-2:20 Wellness (Health/Physical Education)	Period 5B 1:30-3:15	Period 5A 1:30-2:20 Wellness (Health/Physical Education)	
2:18-3:15		Period 6A 2:25-3:15 Visual Arts	World Explorers (Language/Art/Music/Culture)	Period 6A 2:25-3:15 Visual Arts	

Instructional Minutes for Proposed 6th Grade

	Grades
Year: 2021-22 6th grade	4-8
Required Minutes	54,000
Mondays	
Total Daily Minutes	
Daily Start Time	8:15
Daily End Time (use 24 hour clock)	15:15
Subtotal Minutes	420
Non-Instructional Minutues	
Break	10
Lunch	40
Subtotal Non-Instructional Minutes	50
Subtotal Minutes Per Non-Block Day	370
Non-Block Days Per Year	34
Subtotal Annual Minutes on Non-Block Days	12,580
Tuesdays, Wednesdays, Thursdays	
Total Daily Minutes	
Daily Start Time	8:15
Daily End Time	15:15
Subtotal Minutes	420
Non-Instructional Minutues	
Break	10
Lunch	40
Subtotal Non-Instructional Minutes	50
Total Minutes Per Block Day	370
Block Days Per Year	106
Subtotal Annual Minutes on Block Days	39,220
Fridays	
Total Daily Minutes	
Daily Start Time	9:00
Daily End Time	15:15
Subtotal Minutes	375
Non-Instructional Minutes	
Break	10
Lunch	40
Subtotal Non-Instructional Minutes	50
Total Minutes Per Fridays	325
Fridays Per Year	35
Subtotal Annual Minutes on Fridays	11,375

Finals Days	
Total Daily Minutes	
Daily Start Time	8:15
Daily End Time	13:50
Subtotal Minutes	335
Non-Instructional Minutes	
Break	
Lunch	25
Subtotal Non-Instructional Minutes	25
Total Minutes Per Finals Day	310
Final Days Per Year	6
Subtotal Annual Minutes on Final Days	1,860
Last Day	
Total Daily Minutes	
Daily Start Time	9:00
Daily End Time	11:00
Subtotal Minutes	120
Non-Instructional Minutes	
Recess	
Lunch	
Subtotal Non-Instructional Minutes	0
Total Minutes Per Last Day	120
Last Day Per Year	1
Subtotal Annual Minutes on Last Day	120
Total Annual Instructional Minutes	65,155
Amount Above (Below) Minimum	11,155

Total Number of Days

182

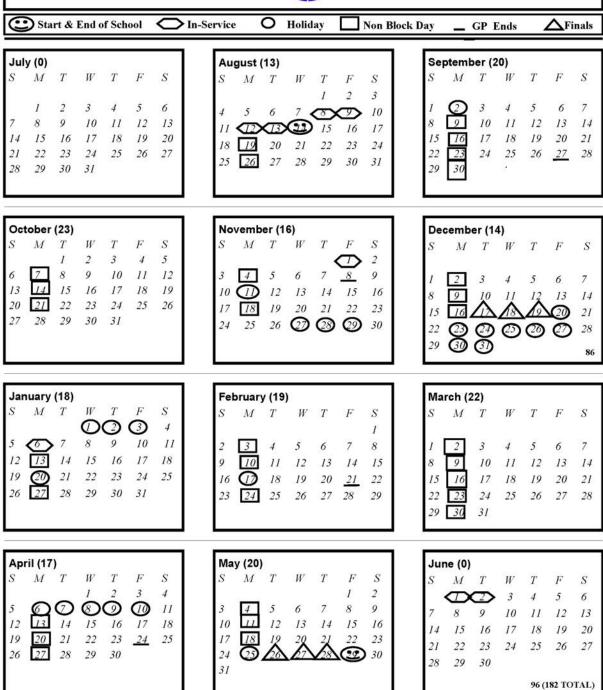
Appendix E: Academic Calendar

Pacific Collegiate School 2019 - 2020

P (831)479-7785 F (831)427-5254



Email—pcs@pcsed.org www.pacificcollegiate.com



Appendix F:	: Student Supp	ort Systems and	d Flow Chart	

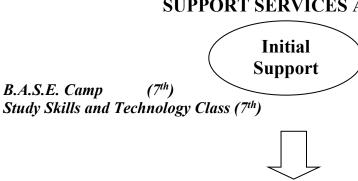
Pacific Collegiate School Student Support Systems

Revised: September 2019

Component	Why Needed?	What Does It Look Like?	Results
Counseling	Academic and/or social needs, past counseling history, teacher and/or parent request.	Counseling - individual or group; academic support, mentoring.	Student success.
Student Support Team	Students are at-risk academically or behaviorally.	Discussion of academic and behavioral progress. Identification and implementation of intervention, e.g., as peer tutoring or counseling referral.	Results in increased home to school communication, academic or behavioral contract.
B.A.S.E. Camp	There is a need for support in academic study skills.	Incoming 7 th graders are welcomed to the world of PCS, their peers and the academic requirements/skills needed before school starts.	Students begin the year connected to the learning environment and prepared to focus on academics.
Monthly Grade Level Meetings	Students are at-risk socially and academically.	Staff uses grade level meeting to identify and share concerns about students	Academic tutoring or counseling; referrals to peer tutoring or counselors
SARB	Students are truant	Review of attendance records, family situation, grades.	Phone calls, letters home, use of County Office SARB process
Study Hall	Students want study time during regularly scheduled school hours.	Self-selected students bring own work and resources to the class	Study hour with adult support available
Tutorial	Students can benefit from access to teachers during the school day.	Students are self-directed in how they use their time to get help from teachers and peers, or to get work done for their classes.	Students have more balance in their daily schedule and have more access to teachers and peer tutors.
Peer Tutoring	Students are at-risk academically	We pair a struggling student with an older peer mentor to help with homework and concept attainment.	Students meet and create a five week schedule for tutoring and support
Organizational Support for All Students	Students need access to class assignments.	Various support systems are in place to help students keep track of assignments, e.g., course syllabi, online calendars, & study skills class (week & month at a glance), student planners, Canvas updates.	Students learn organizational skills.
After-school Study Hall	Students need time to complete assignments.	Self-selected students bring own work and resources to the library after regularly-scheduled school hours.	Study hour with adult support available
504 Accommodations	Students are identified as having a disability that affects academic performance and require accommodations.	504 Coordinator meets with parents and staff to review 504 plan and inform stakeholders of their responsibilities	Students are provided accommodations; teachers implement appropriate instructional strategies
Special Education Services	Student has been identified as a student with disability and requires intensive specialized academic instruction.	Students receive instruction and support during regular school hours based on their IEP (Individual Education Plan).	Student programs are compliant with federal law and CA Ed Code. All PCS requirements for graduation remain. Services are provided until no longer needed or student graduates.
English Language Learners	Students need support with academic English language.	ELPAC (English Language Proficiency Assessment in California) is administered to identify students as English Learners or reclassified English Proficient.	Student progress and access to curriculum is monitored and supported.
Study Skills and Technology Class	Students need support in developing study skills	Additional support throughout the full year in form of a 7 th grade regularly scheduled class	Continued academic support

Academic Support Specialist	Students need emotional and social support; organizational and planning skills	Individual meetings are held to Canvas, student planner, work on organization/ planning skills and emotional and social support is offered	Student success
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SUPPORT SERVICES AT PCS



PCS Ambassador Program (peer leadership)



Academic Support Specialist (7TH & 8TH)

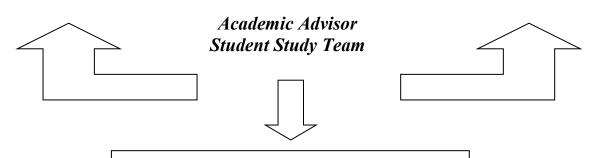
Infinite Campus (7-12)





Study Hall

Tutorial After School Peer Tutoring Program

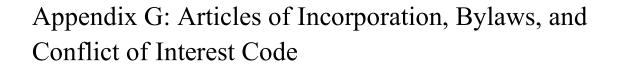


Special Support for Individuals with Disabilities & Special Needs

ELL (ESL)

504 Accommodations

Special Education (IEP)



State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

PACIFIC COLLEGIATE SCHOOL

FILE NUMBER: FORMATION DATE:

C2072249

TYPE:

05/21/1998

JURISDICTION:

DOMESTIC NONPROFIT CORPORATION

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 Secretary of State

NP-25 (REV 1/2007)

ARTICLES OF INCORPORATION

of

PACIFIC COLLEGIATE SCHOOL

I.

F I L., IE. (2) In the office of the Secretary of State of the State of California

MAY 2 1 1998

Bill JOHES, Secretary of State

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.

4

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 o 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:
 - 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

15

EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 12.1 Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may authorize any Officers or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized, no Officers, agent or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

Section 12.2 Checks and Notes

Except as otherwise specifically provided by action of the Board recorded in the official minutes, or as otherwise required by law, checks, drafts, Promissory notes, orders for the payment of money and other evidence of indebtedness of the corporation may be signed by the President, Vice-President, Treasurer or Secretary. Any such indebtedness in the amount of \$5,000.00 (five thousand dollars) or more, or in such other amount as may be established by action of the Board, requires two signatures, one of which must be the Treasurer's.

Section 12.3 Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board may select.

Section 12.4 Gifts

The Board may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

ARTICLE XIII CORPORATE RECORDS and REPORTS

Section 13.1 Maintenance of Corporate Records

The corporation shall keep at its principal office in the State of California:

- A. Minutes of all meetings of Directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- B. Adequate and correct books and records of accounts, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and
- C. A copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

Section 13.2 Rights of Inspection

Every Director shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 13.3 Right to Copy and Make Extracts

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

Section 13.4 Annual Report

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all Directors of the corporation which shall contain the following information in appropriate detail:

- A. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- B. The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- C. The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- D. The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized Officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 13.5 Contracts with Designated Employees

The Corporation shall not enter into a contract or transaction in which a designated employee (e.g., Officers or other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the PCS Conflict of Interest Code have been fulfilled. The Board may adopt conflict of interest policies requiring:

A. Regular annual statements from Directors, Officers, and key employees to disclose existing and potential conflicts of interest; and,

B. Corrective and disciplinary actions with respect to transgressions of such policies. For the purpose of this Section 13.5, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the corporation, or is a director, or officer of, or has a significant financial or influential interest in, the entity contracting or dealing with the corporation.

ARTICLE XIV FISCAL YEAR

Section 14.1 Fiscal Year

The fiscal year of the corporation shall begin on July 1 of each year and shall end on June 30th of the following year.

ARTICLE XV OTHER PROVISIONS

Section 15.1 Validity of Instrument

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the corporation and any other person, shall be valid and binding on the corporation when signed by the President of the Board or Vice-President or Secretary or Treasurer of the corporation, unless the other person has actual knowledge that the signing Officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner as from time to time shall be determined by the Board and, unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

Section 15.2 Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Corporations Code shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

Section 15.3 Interpretation of Charter

Whenever any provision of these Bylaws is in conflict with the provisions of the Charter, the provisions of the Charter control.

ARTICLE XVI AMENDMENT

Section 16.1 Amendments to these Bylaws

Only a majority of the Directors at a duly noticed meeting of the Board of Directors may amend or repeal these Bylaws or adopt new Bylaws.

ARTICLE XVII SHARING CORPORATE PROFITS AND ASSETS PROHIBITED

Section 17.1 Sharing Corporate Profits

No Director, Officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said corporation at their May 6th, 2015 Board meeting.

Pete Rode, Board President,	
Connie Smith, Board Secretary,	

PACIFIC COLLEGIATE SCHOOL

CONFLICT OF INTEREST POLICY

In addition to the Conflict of Interest provisions of Section 13.5 of the Pacific Collegiate School ("PCS") Bylaws and Article III, Section M, of the PCS Employee Handbook regarding conflicts of interest, these conflict of interest requirements shall apply to all PCS employees and Board members.

I. CODE OF CONDUCT

PCS expects its Directors and employees to exercise good judgment and to follow high ethical standards in conducting PCS affairs. The Directors and employees of PCS shall, in serving PCS, act not in their personal interests or in the interests of others, but rather solely in the interests of PCS. Directors and employees may not use their official positions, or any inside information they have about PCS, without authorization and in a manner that provides a personal or pecuniary benefit to themselves or their relatives (including their spouses, domestic partners, parents, children, stepchildren, grandchildren or siblings; each, a "Related Person"). Inside information is information obtained through the Director's or employee's position that has not become public information. A PCS officer or employee shall not engage in any employment, activity or enterprise, which is inconsistent, incompatible, in conflict with or inimical to his or her duties, functions or responsibilities as a PCS officer or employee.

II. POLICY REGARDING NEPOTISM

No supervisor, officer or Board member shall show favoritism to a Related Person with respect to any benefits or opportunities afforded by PCS on the basis of that familial relationship.

No Related Person to the Principal or any Board member may be hired in a paid capacity at PCS. No Related Person to a manager or supervisor may be assigned to a position which is in a direct reporting relationship to or within the supervisory line of authority of such manager or supervisor.

III. CONFLICT OF INTEREST CODE - POLITICAL REFORM ACT OF 1974

A. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., PCS hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of PCS, as specifically required by California Government Code Section 87300.

PACIFIC COLLEGIATE SCHOOL CONFLICT OF INTEREST POLICY

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B. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated into this Code by this reference.

C. DESIGNATED EMPLOYEES

All governing board members and any employee who holds a position that involves the making, or participation in the making, of decisions that may foreseeably have a material effect on any financial interest of the employee, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this Code.

D. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Statement of Economic Interest ("Statement") at the time and in the manner prescribed by California Code of Regulations, Title 2, Section 18730. The Statement shall disclose reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property, business position or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statement forms shall be supplied by the PCS Principal or his/her designee (the "Filing Officer"). Completed Statements shall be given to the Filing Officer. The Filing Officer shall make and retain a copy of the Statements and forward the originals to the Santa Cruz County Board of Supervisors.

E. DISQUALIFICATION

No designated employee or Board member shall make, participate in making, or try to use his/her official position to influence any PCS decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family, except as specifically authorized by law.

F. MANNER OF DISQUALIFICATION

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

PACIFIC COLLEGIATE SCHOOL CONFLICT OF INTEREST POLICY

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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 <u>Opril 2</u> , 2011 PCS Board Meeting
Alder
Andrew Townsend, Board President
Carol A Doote
Carol Foote, Board Secretary

PACIFIC COLLEGIATE SCHOOL CONFLICT OF INTEREST POLICY

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EXHIBIT A

Designated Positions

- 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

PACIFIC COLLEGIATE SCHOOL CONFLICT OF INTEREST POLICY

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EXHIBIT B

Disclosure Categories

Category 1 Reporting:

A. Interests in <u>real property</u> 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. <u>Investments</u> in or <u>income</u> from persons or business entities which are contractors or subcontractors 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. <u>Investments</u> in or <u>income</u> 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. <u>Investments</u> in or <u>income</u> 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. <u>Investments</u> in or <u>income</u> 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.

PACIFIC COLLEGIATE SCHOOL CONFLICT OF INTEREST POLICY

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Appendix H: A	Appendix H: Administrative Job Descriptions			



Pacific Collegiate School, Head of School Job Description

Last Updated September 2019

The School

Pacific Collegiate School (PCS) is a public charter school currently serving grades 7-12 (with the near-term possibility of a 6th grade expansion), located in the City of Santa Cruz, CA (just south of the San Francisco Bay Area on California's Central Coast). Founded almost twenty years ago (in 1999), PCS' mission is to provide exemplary, standards-based college preparatory and fine arts education for public middle and high school students who live in Santa Cruz County and bordering areas. The school's vision is to offer any student the highest quality of education - matching or exceeding that offered by the most academically distinguished schools in California, if not the country - with the goal of preparing its graduates to enter and thrive at the world's finest colleges and universities and beyond. Of the 540 enrollees, currently 22% are students of color. The school has made a concerted effort in recent years to increase its diversity, creating outreach strategies for under-represented groups and lottery preferences targeted specifically at first generation college students. A primary goal of the school is to increase the school's diversity to reach better parity with the geographic surroundings. PCS has strong financial reserves and donor support and occupies a newly renovated campus that is owned by its supporting organization, the Pacific Collegiate Foundation, giving it notable security as an independent charter school.

PCS has been recognized by US News and World Report as the top public high school in California and a top 10 high school nationally. PCS is also distinguished by its dedicated faculty and active parent community. Hallmarks of the PCS academic program include: a small school environment and strong community; the requirement of taking a minimum of five AP classes during the high school years; a deep commitment to arts education with three arts courses required to graduate; and an emphasis on humanities integration with English and history courses closely aligned and designed to inspire global citizenship and reinforce critical thinking skills. Of the PCS students who took AP exams in the '17-'18 school year, 84% achieved a score of 3 or higher while 55% received a score of 4 or 5. PCS had a 95% college matriculation rate for its most recent senior class. For more information about the school, please visit www.pacificcollegiate.com.

The Opportunity

PCS' current school leader, Simon Fletcher, is departing at the end of the '18-'19 school year after 20 years at the school, six of those years as its principal. The PCS board is seeking an exceptional instructional leader who knows how to maintain the highest bar for academic excellence as well as a skilled community-focused leader with a depth of knowledge on how to sustain a culture of academic curiosity and instructional rigor for all students and adults. The ideal candidate will have a track record of success leading a high performing secondary school program with experience building diverse teams and supporting teachers and staff in their professional growth. This person will also have demonstrated how they build trust and a strong working relationship with students, staff/faculty, parents, board members and external constituents, such as the Santa Cruz County Office of Education which serves as the school's authorizing agency.



Responsibilities

The Head of School will be in charge of the management of all aspects of the school, including the following which will be incorporated and aligned to the Head of School annual evaluation process (incorporating by reference further details within the Head of School Evaluation Rubric):

· Learning & Teaching:

- Maintaining the school's highly rigorous academic program and serving as the "Educator
 in Chief" by working with teachers to set instructional goals and priorities (and metrics
 for their measurement based on student outcomes) geared towards a vision of academic
 and non-academic achievement for all students to be prepared for college and community
- In concert with other stakeholders, develop the vision for the academic program as
 reflected in the school's mission highlighting all core subjects including the arts,
 electives, and other related activities and work closely with the Board of Directors to
 formalize this vision and ensure it has adequate resources and support to run its program
 effectively;
- Implements curricula aligned to state or national college-readiness standards for all students and supports faculty to implement effective instructional strategies to meet student learning goals
- Building student support systems that provide adequate services to meet students' academic and social emotional needs and those related to school safety, including developing and staffing these functions appropriately and measuring results to ensure their effectiveness

Shared Vision, School Culture & Family Engagement:

- Developing and maintaining strong relationships with all school stakeholders (students, faculty/staff, parents, board members), including but not limited to ensuring open lines of communication at all times and addressing issues and concerns in a timely and constructive manner as well as engaging stakeholders in the collaborative development of a vision for high student achievement and effective adult practices within the school community to achieve that vision
- Execute on all aspects of PCS' diversity plans including leading the community in courageous conversations regarding equity and diversity as well as cultivating positive school culture and climate while building and maintaining a strong sense of community and volunteerism among staff, parents and students

Strategic Plan & Systems:

- Leads the school community through a strategic planning process resulting in a multiyear 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 managers charter renewal process in addition to compliance with all COE, state and other local requirements and regulations

Talent Management:

- Recruits, selects and retains effective teachers
- Overseeing the front and back office staff to ensure that all operations issues, including finance, facilities, human resources, student record-keeping, and compliance, are managed efficiently and professionally



- Implements effective performance management for all staff and faculty, including ensuring that all teachers and staff have:
 - clear lines of communication to and from the administrative team, that everyone understands who their supervisor is
 - receive regular feedback, support, and evaluation of their progress and areas for development
 - experience a rigorous evaluation process tied to the standards of excellence for the school
 - are led by a highly effective leadership team
- Personal Leadership and Growth
 - Implements communication plans and effectively communicates with multiple stakeholders to manage and adapt to change and provide inclusive and transparent communications for the community
 - Build the capacity of staff and faculty to maintain a solutions-oriented approach with all students and their well-being and success at the center

Qualifications

In order to meet their responsibilities, the ideal Head of School candidate will be:

- A proven instructional leader with experience running a high performing school who brings an
 understanding of how to support PCS in continuing its rigorous academic program while also
 bringing in knowledge of best practices in education innovation;
- A seasoned professional and experienced manager with 10+ years of professional experience with HR expertise who knows how to recruit, oversee, coach, and develop teachers and staff at all levels;
- An exceptional relationship builder who can quickly gain the confidence of the Board, parents, faculty/staff, and students;
- A passionate advocate for all students and families who has a commitment to building a strong culture of diversity, equity, and inclusion at PCS;
- Experienced in school finance and decision-making around resource allocation for a studentserving organization (background working with public school budgeting preferred);
- Knowledgeable about the academic and social emotional needs of adolescents, particularly high school students, as they pursue their paths towards college and career;
- Able to ensure the financial health and sustainability of PCS' programs through developing strong partnerships with internal and external stakeholders (with particular appreciation for the role of the volunteerism culture of the school), raising public and private dollars as needed;
- Dynamic and versatile, able to engage a variety of stakeholders in dialogue and speak in a clear, compelling and authentic manner both about the school's goals and priorities and the leader's decision-making process and plans towards meeting them.



Compensation and Benefits

Pacific Collegiate School offers a competitive compensation and benefits package with a salary range of \$140-170k annually. More details can be provided upon request.

Pacific Collegiate School is an equal opportunity employer and an organization that values diversity.

Recruiting staff to create an inclusive organization is a priority, and we encourage applicants from all backgrounds. Candidates are evaluated solely on their qualifications to perform the work required.



Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

Department:	Pacific Collegiate School (*PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	210 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

General Summary

Under the direction of the Principal, the Vice Principal/Dean of Students will be responsible for the oversight of all student related functions of the school: schedules, discipline, attendance interventions, 504 and support services. Additionally this position oversees the master schedule, coordinates testing and maintains student achievement and data stream.

General Responsibilities:

- Oversees all aspects of student functions for PCS.
- Maintain regular communication and advises Principal in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Direct Reports

- Registrar
- Academic Support
- Study Hall
- Receptionist and Attendance Specialist

Essential Job Accountabilities

- Assist in the planning and administration of program evaluation and assessment, such as the STAR
 Testing Program and Advanced Placement; and organizes and manages data stream for analyzing
 program quality.
- Supervise school auxiliary services, including student safety programs, testing programs, library/media learning center services.
- Establish student ineligibility as it relates to co-curricular and extracurricular programs and activities;.
- Maintain professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- · Participate in emergency response activities as necessary.
- Confer with students, parents, teachers, law enforcement officers, and representatives of social welfare agencies to resolve individual pupil academic and behavioral problems.
- Assist in monitoring of extracurricular sport and student activities at the school site.
- Provide leadership/direction to student government and student council activities.
- · Promote a feeling of unity and spirit among the student body.
- Respect and maintain professional and student confidences.
- Establish, maintain and nurture effective working relationships with parents, community members, students, and school related outside agencies.
- · Coordinate professional meetings and other meetings regarding district business, SST's, IEP's, etc.
- Evaluate student progress in the instructional program by discussions with teachers, counselors and review of student records.
- Adhere to all district health and safety policies.
- Assist Principal and Faculty Dean in annual faculty evaluation process.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.



Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	210 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

- Organize, oversee, and provide support to the various services, supplies, materials, and equipment provided to carry out the school program.
- Manage case load of students receiving services under section 504, including leading student study teams and 504 meetings.
- Maintain high standard of student conduct and enforce discipline as necessary, according due process to the rights of students.
- Coordinate student achievement data; supervise the maintenance of accurate records on the
 progress and attendance of students; model data analysis possibilities for staff and Board, assign
 consequences and coordinate interventions as needed
- Maintain good relationships with students, staff, and parents, and comply with established lines of authority.
- Assist in or lead school professional development activities such as faculty/staff meetings, in service design, technology training, and identifying outside experts to provide assistance.
- Oversee creation of master schedule; work with students and families in student schedules as they
 progress to graduation.
- Perform other related duties as assigned; act as Principal designee.

Education

- Bachelors's degree required, Masters preferred.
- Administrative credential required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- 5-7 years of Middle and High School Assistant Principal experience.
- Demonstrated experience in student support.
- Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Community relations.
- Classroom procedures which promote appropriate student conduct and motivation for student learning.
- · Tracking student achievement through data analysis and interpretation
- Child guidance principles and practices.
- Principles of training and providing work direction.
- Applicable sections of the State Education Code and other applicable laws.
- Research methods and report writing techniques.
- Applicable state advisory documents, the State Framework in all subjects taught and district curriculum standards appropriate to their teaching assignment.
- Standardized student testing requirements.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	210 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

Knowledge, skills, and competencies (con 't)

- School improvement programs, goals and objectives
- Adequate Yearly Progress report requirements applicable to the school site.
- No Child Left Behind Act requirements.
- Current trends and research concerning the growth and development of school-age students.
- · School policies, procedures, and major contracts.
- Section 504 and Special Education laws.
- Organizational and Interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Interest in process improvement.
- Works independently.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.
- Can clearly communicate point of view yet fully support final decisions if different from one's own.



Job Title: Pacific Collegiate School: Faculty Dean

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	205 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

General Summary

Under the direction of the Principal, the Faculty Dean will be responsible for curriculum review and faculty leadership with the primary goal of maintaining challenge and excellence at PCS.

General Responsibilities:

- Oversees all aspects of faculty functions for PCS.
- Maintain regular communication and advises Principal in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Essential Job Accountabilities

- Provide faculty leadership to maintain focus on challenge and excellence.
- Orient faculty members re: PCS culture, academic policies, procedures, grading policies, expected standards of excellence.
- Design and review individual teacher and departmental growth plans and professional development.
- Establish program and systems of regular curriculum review, planning cycles and evaluation of success.
- Design and implement assertive and on-going process for recruiting high quality teachers.
- Establish, coordinate and maintain mentoring program for new teachers.
- Plan and execute in-service schedule.
- Working with Principal and Vice Principal to evaluate and determine faculty success annually.
- Maintain evaluation rubric for teachers.
- Create improvement plans for struggling teachers.
- Update and administer online student evaluation surveys.
- Administer surveys as needed to garner faculty input.
- Serve as an advocate and resource for faculty.
- Prepare SARC report annually.
- Coordinate WASC.
- Coordinate credential compliance and BTSA support.
- · Supervise and coordinate interview and hire process for new faculty.
- Establish criteria for recognizing faculty milestones and process for celebration of success.
- Provide annual review and input on faculty portion of employee handbook.
- · Perform other related duties as assigned.

Education

- Bachelors' degree required, Masters preferred.
- · Administrative credential preferred.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.



Job Title: Pacific Collegiate School: Faculty Dean

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	205 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

Work Experience

- 5-7 years of Middle and High School teaching experience.
- Curriculum review and implementation.
- · Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Community relations.
- Classroom procedures which promote appropriate student conduct and motivate student learning.
- Applicable sections of the State Education Code and other applicable laws.
- · Research methods and report writing techniques.
- Applicable state advisory documents, the State Framework in all subjects taught and district curriculum standards appropriate to their teaching assignment.
- · School improvement programs, goals and objectives
- Current trends and research concerning the growth and development of the teaching profession
- School policies and procedures.
- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Interest in process improvement.
- · Works independently.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.
- Can clearly communicate point of view yet fully support final decisions if different from one's own.

Job Title: Special Education Coordinator & School Psychologist

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	215 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

General Summary

The Special Education Coordinator will report to the Principal of the District, oversees all special education services at the District level, and represents the interest of this District at County, Regional and State levels. This person provides direction to Resource Specialists; Language, Speech, and Hearing Specialists (i.e. Orthopedically Impaired, Hard of Hearing, Visually Impaired Specialist) Instructional Aides, and Administrative Assistant.

Essential Job Accountabilities Director of Special Education

- · Maintains regular communication and advises Principal in all areas of responsibility.
- Complies with Federal, State and local laws and regulations regarding special education
- Provides leadership and guidance to special education staff in the areas of instruction, staff relationships, administrative procedures, as well as State and Federal laws and regulations.
- Develops and implements procedures to ensure that special education students are appropriately referred, evaluated, and placed into instruction programs, which meet the student's unique needs; chairs IEP Team meetings as well as reviews corresponding documents.
- Provides input regarding the supervision and evaluation of special education personnel in cooperation with the principal and coordinates with administration in hiring of new personnel.
- Provides for appropriate staff development for special education and general education personnel.
- Assists in the development of the Special Education budget, including State AB 602 as well as Federal, Staff Development and Educationally Related Mental Health funds and is responsible for expenditure of said funds.
- Is knowledgeable of and completes all State reporting and compliance documents, as related to special education programs and functions.
- Articulates the needs of the District in working collaboratively with the Special Education Local Plan Area (SELPA) and functions as a member of the Special Education Council (SEC) and Community Advisory Committee (CAC).
- Is knowledgeable of program offerings throughout the SELPA and works collaboratively with feeder Districts within the student catchment area.
- Resolves compliance issues.
- Oversees due process procedures at the District level; acts as respondent to CDE complaints filed by parents or agencies.
- Is knowledgeable of community agencies, which routinely interface with the Special Education personnel, students, and families.
- Establishes active, cooperative relationships with students, parents, staff, and the Board of Directors.
- Assists in the development and implementation of the school goals, including benchmark performances; assists in program development activities as related to special education and school operations.
- · Completes tasks and projects, as assigned by the Principal.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

Responsibilities and Essential Job Accountabilities:

School Psychologist:

- A State credentialed professional, who has specialized knowledge in areas of cognitive, social, emotional, behavioral, language, academic, physical and psychomotor development, which can adversely impact student learning.
- Is knowledgeable of assessment techniques/tools and instructional methodologies in areas related to special education.
- Provides counseling, guidance, and therapeutic intervention to students, as needed.
- Provides guidance to students, parents, teachers, administrators, paraprofessional staff through a variety of specialized and unique learning and detaching methodologies.

Education

- Masters of Arts/Science in School Psychology, Doctorate in School Psychology.
- Valid State Pupil Personnel Services credential.

Work Experience

- Knowledges of and experiences with planning and implementing Federal, State and SELPA laws/regulations/policies pertaining to services for special needs populations.
- Knowledge and experiences with governmental funding as well as budgetary planning and procedures.
- At least five years of educational experience working with students populations 0-22.11 years of age.
- At least three years of experience related to special education director/coordinator, assistant special education director/coordinator, psychologist, or program specialist.
- Experience in preparing in preparing programmatic and departmental information.
- Experience in leading, coaching and developing staff.
- · Experience or interest in working in District schools, education, or non-profit.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.



Job Title: Pacific Collegiate School: College Counselor

Department:	Pacific Collegiate School (*PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	215 day per year work calendar (Aug 1 – June 30)
		FLSA:	Non-Exempt

General Summary

Under the direction of the Principal, the College Counselor will be responsible for preparing PCS students for college and the college application process as well as cultivating connections with other colleges and universities.

General Responsibilities:

- Oversees all aspects of college preparation, counseling, scholarships and awards.
- Maintain regular communication and advises Principal in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Essential Job Accountabilities

- Individual junior and senior meetings to support college admission goals, students in lower grades as
 possible and appropriate.
- Primary contact for Naviance (web-based college counseling database and application management system).
- Support faculty in providing letters of recommendation / scholarship applications for seniors.
- · Deliver counselor letters and reports as part of the application process.
- Provide updated PCS School Profile and College Counseling Handbook each year.
- Host annual grade-level meetings about what it means to be preparing for college.

Education

- Bachelors's degree required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- . Minimum of 2-3 years of academic and/or college counseling to high school students.
- · Experience with meeting the social and emotional needs of high school students preferred.
- Experience in presenting and preparing proposals.
- · Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Understanding of the college admission cycle and process.
- Knowledge of PSAT, SAT, ACT, AP and standardized test used in college.
- Firm graspon eligibility criteria for CSU and UC systems, A-G subject requirements.
- Willing to adapt guickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.



Job Title: Pacific Collegiate School: College Counselor

Department:	Pacific Collegiate School (*PCS) Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	215 day per year work calendar (Aug 1 – June 30)
		FLSA:	Non-Exempt

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- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

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- Experience with meeting the social and emotional needs of high school students preferred.
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- Firm graspon eligibility criteria for CSU and UC systems, A-G subject requirements.
- · Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.



Job Title: Pacific Collegiate School: Academic Support Specialist, RTI, and Peer Tutoring

Department	Pacific Collegiate School Management	Reports To:	Assistant Principal/Dean of Students
Approved By: Sign and Date		Work Year:	190 day per year work calendar

General Summary:

Under the direction of the Assistant Principal/Dean of Students, the Academic Support and RTI Specialist, and Peer Tutor Coordinator, is responsible for the overall academic and social support of the seventh and eighth grade student population.

General Responsibilities:

- Oversees the general 7th/8th grade student population and provides support where needed including academic and social issues
- Makes intervention recommendations as recommended by and coordinated with middle school teachers, parents, and administration
- Applies Response to Intervention services including targeted instruction to identified students
- . Reports and coordinates efforts with the Assistant Principal/Dean of Students
- Assists in the implementation of school wide goals and program development opportunities as related to school operations

Essential Job Accountabilities:

- Oversees all Academic Base Camp responsibilities for incoming 7th grade students
- Training and coordination of student WEB leaders (Where Everybody Belongs)
- . Oversees New Student Orientation for middle school and high school students
- Provides general tutorial assistance for 7th and 8th grade students
- Provides daily RTI support for 7-10th grade identified students
- Monitors RTI student progress and makes exit recommendations
- Communicates with pilot students and pilot student families regularly to provide support and track progress
- Individually meets all 7th grade students as well as incoming high school students (at least 9th and 10th graders?); meets with 8th grade students identified as needing academic and/or social support
- Available to meet with high school students, especially 9th and 10th, to assist with social and academic concerns
- Makes general intervention recommendations to students, parents, and teachers, such as math tutoring sessions, peer tutoring, and teacher office hours
- Coordination of peer tutoring identify students who need a tutor, find tutors in the appropriate subject area, and track the tutors' service hours
- Monitors student progress for students utilizing general intervention services
- · Communicates student needs/progress/updates to teachers at grade level meetings
- Coordinates Student Study Team (SST) meetings for middle school students when appropriate
- Coordinates Student Study Team (SST) meetings for high school students when requested
- Coordinates with Resource/Directed Studies when appropriate



Job Title: Pacific Collegiate School: Academic Support Specialist, RTI, and Peer Tutoring

Department	Pacific Collegiate School Management	Reports To:	Assistant Principal/Dean of Students
Approved By: Sign and Date		Work Year:	190 day per year work calendar

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- Coordination of peer tutoring identify students who need a tutor, find tutors in the appropriate subject area, and track the tutors' service hours
- Monitors student progress for students utilizing general intervention services
- Communicates student needs/progress/updates to teachers at grade level meetings
- Coordinates Student Study Team (SST) meetings for middle school students when appropriate
- Coordinates Student Study Team (SST) meetings for high school students when requested
- Coordinates with Resource/Directed Studies when appropriate



Job Title: Pacific Collegiate School: Development Director

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	161 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

General Summary

Under the direction of the Head of School, the Development Director will be responsible for cultivating and procuring resources and meeting all fundraising goals to support PCS' mission and strategic goals.

General Responsibilities:

- Oversee all aspects of all fundraising initiatives of the school including, but not limited to, the Annual Fund Drive, foundation and corporate grants, individual giving, and business solicitations, as well as related messaging that supports a successful development effort.
- Maintain regular communication and advises Head of School in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Essential Job Accountabilities

- Provide development and fundraising leadership to the PCS community; train and encourage volunteer fundraisers as needed. Help board members, school leadership, and other fundraising volunteers identify, cultivate and solicit charitable gifts.
- Work to get 100% of PCS' current parent population to give through AFD; educate them about the importance of unrestricted giving to the AFD. Raise about 15% of PCS' annual revenue via AFD.
- Pursue a broad internal donor base that includes staff; alumni; former board members; alumni
 parents, and relatives of current families, primarily grandparents.
- Explore and pursue other sources of high-yield income or resource strategies including corporate partnerships, foundation funding and targeted giving, both direct and in-kind.
- Coordinate targeted cultivation, appreciation and stewardship events in support of the above.
- Monitor and provide advisory support to other fundraising efforts by parents, students and staff.
 Participate as required or requested in other school or community events.
- Supervise Development Assistant in his/her support duties and work to facilitate alumni attachment to PCS through specific strategic tactics based on an annual alumni engagement plan.
- With Head of School and other relevant staff, create timely and strategic messaging in support of PCS's development work and institutional program and mission/vision.
- Be a lead in maintaining, updating and improving the PCS website.
- Ensure proper evaluation and redirection of development efforts/goals via reports, reflection and solicited feedback.
- Manage donor relations/fundraising data system ensuring appropriate and timely coding and acknowledgement of donors and reporting for all stakeholders.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

- Create polished solicitation, cultivation and case for support materials including event invitations, appeals, proposals, website documents and annual reports.
- With the Development Committee Chair, prepare for and facilitate Development Committee meeting content, agendas, and minutes. Attend and contribute to other leadership meetings as required or requested.
- Maintain current knowledge of charter school fundraising and internal community cultivation strategies. Stay abreast of PCS' position within the external Santa Cruz community.



Job Title: Pacific Collegiate School: Development Director

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	161 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

- Ensure that fund development is carried out in keeping with PCS' values, mission, vision, policies, and plans.
- Ensure compliance with all relevant regulations and laws, adhere to highest level of confidentiality, maintain accountability standards to donors, and ensure compliance with code of ethical principles and standards of fundraising.
- Help position PCS as an asset to its internal and external communities. Professionally and diplomatically represent PCS.

Education

- Bachelor's degree required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- Knowledge of Fundraising and Development practices.
- Knowledge of Fundraising and Development requirements related to school districts.
- Experience in presenting and preparing proposals.
- Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Interest in process improvement.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.
- Can clearly communicate point of view yet fully support final decisions if difference from one's

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

Appendix I: List of Certificated Staff	

2019-2020 PCS Certificated Faculty, October 1, 2019

Administration	Credential	Expiration	Document #
Maria Reitano	Administrative Services	5/1/23	180096502
Todd Harrison	Administrative Services	9/1/21	170011363
Lauren Friend	Preliminary Administrative Services	7/1/22	190221735
Carrie Moyer	Pupil Personnel Services	6/1/22	170071414

Classroom Teachers	Credential	Expiration	Document #
Kenneth Alley	Intern: Art	11/1/20	190021801
Heather Calame	SS: Music	7/1/23	180127961
Kelsey Flood (Cervine)	Prelim: Social Science	9/1/23	180250918
Ning Ning Chen	SS: Mandarin	7/1/23	180161057
Gabriel Cohn	SS: English, Social Science	7/1/24	190076436
Wayne Conley	SS: Geoscience	9/1/23	180077150
Lindsay Cross	Prelim: Mathematics	9/1/23	180217929
Kelly Bond (Curtin)	SS: English	8/1/21	160150302
Christine DeCaporale	SS: English	10/1/22	170146074
Linda Dennis	Multiple Subject (Sup: English) Specialist Instruction Credential in Special Education: Severely Handicapped Resource Specialist Added Authorization: Preliminary	1/1/24 1/1/24 11/1/19	180270724 180270725 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	(credential transfer from out of state in progress)	
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	(credentia	l in progress)
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	,	ransfer from out in progress)
Robin Levy	Prelim: Multiple Subject Prelim: Dance and French	9/1/20 9/1/20	160043471 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 Sauceda	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



2019-2020 PCS Non-Teaching Support Staff, October 1, 2019

Staff Member	Position
Emma Attard	Alumni Coordinator
Janelle Christensen	Attendance Specialist
Scott Crary	IT Specialist*
Sarah de Sousa	College Counselor
Peggy Gross	Senior Accounting and Budget Analyst
Dan Hogan	Facilities Manager/Maintenance Lead
Paula Kenyon	Development Director
Sonya Kiernan	Administrative Assistant
Silvia Morales	Outreach Coordinator
Liz Musal	Study Hall Monitor/Community Service Coordinator
Chad Paeglow	Food Service Coordinator
David Ramos-Beban	Instructional Assistant*
Barbara Smith	Registrar
Caitlin Spohrer	ELL Instructional Assistant MS Clear Credential #190133129, exp. 9/1/24
Stephen Taylor	Athletic Director
Traci Turner	Senior Business Administrator
Joanne Volpe	Speech Therapist Clinical/Rehabilitative Services Credential #160079623, exp. 6/1/21

*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

I. Introduction and Vision Statement

Pacific Collegiate School (PCS) strongly values a student, faculty, staff, and board population that reflects the diversity of Santa Cruz County in all respects, including demography, socioeconomic status, race, ethnicity, culture, religion, gender identity, sexual orientation, and disabilities. A diverse PCS school community is central to our obligation as a public school to provide equal access and support for all community members seeking a high-quality, standards-based, college preparatory and fine arts education. Further, recent research underscores the contributions of diverse school communities to student learning, including critical thinking, communication and problem solving.^[1]

PCS initially adopted a five-year Diversity Plan in 2006 as a "living document" that provided a conceptual background for issues relating to school diversity, identified a variety of steps intended to diversify the school, and provided an itemized agenda to guide the actions of the school over the following five years. The Plan has been updated every five years to include an assessment of the progress PCS has made as well as to identify new ideas and goals aimed at further fostering diversity at the school. This document first reports on past progress, including during the term of the most recent 2016-2020 Diversity Plan. It then highlights the core diversity goals for the upcoming 2020-2025 period, before detailing the steps we propose to take to accomplish those goals as part of this Diversity Plan for the 2020-2025 period. Relevant data as well as our reports on past Diversity Plans are included in the Appendices.

II. Summary of Progress to Date (2006-2019)

- **Invested in Outreach Coordinator.** In January of 2007, PCS created and funded a 50% staff position for an Outreach Coordinator, whose responsibilities include maintaining and enhancing the school's current diversity and reaching communities currently regarded as underrepresented. That staff position has remained a ky part of the school's program.
- **Development of Community Outreach Program.** The Outreach Coordinator developed a Community Outreach Program, which includes programs for disseminating information about PCS, raising awareness of PCS and the procedures for admission, and the development of community partnerships to facilitate positive interactions between PCS students and staff and Santa Cruz community members, including tutoring, mentoring, and other community service projects.
- **Development of "First to College" (FTC) Lottery Program.** Since 2011, the PCS admission lottery has increased the percentage of seats set aside for 7th grade applicants who would be the first in their family to attend college, from 10% in 2011 to 15% in 2019. This has increased the admission and retention of Hispanic/Latino students in most years (see Appendix A for relevant data), and by design has consistently enhanced the socioeconomic and racial diversity of the pupil population.
- **Programs for Student Support.** As part of efforts to sustain a diverse student population, PCS established and enhanced numerous levels of student support, including teacher grade level teams, a full time 7th and 8th grade Academic Support specialist, a Study Skills and Technology class for all 7th grade students, and a revised bell schedule to include block periods and in-school tutorial. The focus on this mission and the creation of such programs has likely contributed to the fact that in the last five years there is no longer a strong correlation between students who transfer out before

graduation and race or socioeconomic factors.

- **Promotion of Diversity in School Culture and Mentoring.** In order to support students of all academic backgrounds, PCS has put a variety of support structures in place. These include a summer academic and social support program for all incoming 7th grade students called Base Camp, a similar orientation for newly admitted students, and an AP Base Camp for 10th grade students prior to their initial Advanced Placement course. In addition, PCS engages all 7th grade students in a Study Skills and Technology course and has a peer mentoring program for first-to-college students.
- **Pursuit of Opportunities for Cultural Enrichment.** PCS has integrated cultural enrichment into the curriculum through exchange programs with sister cities, increased focus on culture in World language classes, and continued focus on a global perspective within the History courses.
- Improve Outreach Efforts. The Outreach Coordinator continued to develop the outreach plan, continued to develop community partnerships, and worked to shift public perception of diversity at PCS. Among other things, this led to a community-focused coding camp located at PCS in the summer of 2019.
- Strengthen an Inclusive and Supportive School Culture. The PCS Board led an initiative for data collection focused on assessing the needs of FTC students and families. This data was used to support several initiatives, including enhanced support services and a series of trainings in 2017-18 and 2018-19 for staff and board members on culturally responsive pedagogy and broader Diversity, Equity, and Inclusion (DEI) issues respectively.
- Recruit More Diverse School Leadership. PCS has made significant improvements in this area since 2016. Centrally, the Board of Directors recruited and retained the first non-temporary female Head of School in our school's 20-year history. In addition, the Board has increased its own diversity, and is now by several metrics the most diverse constituency in the school across gender and ethnicity, with for example, four of its current eleven members, leaders of color.
- Expand Data Collection and Assessment. PCS continued to improve upon methods and standards of gathering data for the purpose of assessing the needs of its ethnically diverse and first-to-college population in order to provide concise and effective support, and made significant strides in this area during the previous plan periods.

III. Detailed Review of Progress on 2016-2020 Diversity Action Plan

The 2016-2020 Diversity Plan identified four particular measures PCS would evaluate and pursue during the time in question. Those measures were as follows (1) continued improvement of outreach efforts; (2) continue to build an inclusive and supportive school culture; (3) board, faculty/staff, and committee diversity recruitment; and (4) improved data collection and assessment. We summarize progress on each goal and subgoal as originally identified in the 2016-2020 Diversity Plan below.

Goal 1: Continued Improvement of Outreach Efforts

Sub-goal 1.1: Refine PCS Outreach Plan. The Outreach Coordinator refined the PCS Outreach plan to

address: (a) assessment of outreach efforts to date; (b) strengthening of existing partnerships with community organizations and developing new community partnerships (e.g., with Digital Nest); and (c) implementation of creative new strategies for outreach.

Status: The School implemented this goal by assessing outreach and requiring regular reporting to the Board of Directors on outreach efforts as part of monthly Board Meetings. In addition, we hosted lottery information sessions at community locations in Watsonville, Live Oak, and Beach Flats in both Spanish and English.

<u>Sub-goal 1.2: Continue, Improve, and Expand Community Service/Partnerships.</u> 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.

<u>Sub-goal 1.3: Shift Public Perception</u>. 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

<u>Sub-goal 2.1: First to College Families' Needs Assessments.</u> 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.

<u>Sub-goal 2.2: Development of English Language Learner (ELL) Instructional Assistant Position</u>. 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.

<u>Sub-goal 2.3: Foster Student Involvement in Diversity Efforts</u>. The School planned to invite one or two students annually to serve on the Diversity Committee and support related activities including outreach, school activities, and website development.

Status: The Outreach Coordinator created a student diversity club, and invited one student representative from the club to participate in the Diversity Committee and attend Board meetings. PCS teachers have also engaged students in DEI awareness in the classroom. For example, teachers and departments have expanded reading lists to include authors from diverse backgrounds, selected instrumental and choral music composed by diverse composers, and developed unit and lesson plans across the curriculum to reflect a strong value for diversity.

Sub-goal 2.4: Study Benefits and Impacts of a Possible Sixth-grade. PCS committed to explore whether the addition of a 6th grade cohort would help in the recruitment and retention of students of diverse backgrounds. The results of this study would serve as a recommendation for the next charter renewal. As background, when PCS was founded, it was aligned with the then-existing grade-year division between elementary and middle schools in the local school district, in which middle school began in 7th grade. As many of the local school districts changed many years ago to begin middle school instruction in 6th grade, PCS was no longer aligned with the grade-year division in those schools. Although some (mainly smaller, independent, and/or private) local elementary schools do go through sixth grade, the series of PCS diversity plans have contemplated that adding a 6th grade to PCS could help with diversity efforts in that it, among other considerations, might reduce barriers for students who would be challenged by multiple school transitions (i.e., attending different schools for 5th, 6th, and 7th grades).

As part of the 5-year charter renewal cycle for PCS, in 2014 all references to the historic 7-12 grade alignment of the School were removed and substituted with references to "middle and high school" as long reflected in the School's mission statement, so as to accommodate such reform. The Memorandum of Understanding with the School's charter authorizer (the Santa Cruz County Board of Education), required approval for the service of any new grade levels, which has not been sought during the last 5 years.

The PCS Board has identified this change as an important area for making significant transition in the racial and socioeconomic diversity of the School. Specifically, the argument that the addition of a 6th grade would support our diversity goals is strongly supported by the results of a recent study conducted by the Century Foundation, which has been researching and reporting on socioeconomic school integration programs that promote economic and racial diversity as a way of fostering social mobility and social cohesion for more than two decades. [2] Through an analysis of approximately 5,700 charter schools across all 50 states, the study finds that the most common strategy for promoting socioeconomic integration used by districts and charters in California is increasing the number of applicants to the school lottery by using a combination of strategies, most of which include programs purposely designed to ease students' transition into middle school. Adding a 6th grade would significantly ease this transition for many prospective PCS students by eliminating the "double-jump" they currently must endure in attending three different schools for the 5th, 6th, and 7th grades. This change will benefit all students, but especially those FTC students who would disproportionately apply to the PCS lottery from the larger public elementary schools in Santa Cruz County, which do not serve 6th grade students. Accordingly, as part of the 2020 Charter renewal process, the School intends to seek a material revision of the charter that would remove this barrier to access.

Goal 3: Board and Faculty/Staff Diversity Recruitment

<u>Sub-goal 3.1: Board.</u> 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.

<u>Sub-goal 3.2: Faculty/Staff.</u> PCS will review and revise its faculty and staff recruitment materials as well as its recruitment strategies with the goal of improving diversity.

Status: The School has followed up on this goal, and has had some noteworthy recruiting successes, particularly in the area of hiring women to teach advanced science and math courses in the curriculum, as well as hiring our first female Head of School after a nation-wide rigorous search process.

Goal 4: Expand Data Collection and Assessment

Sub-goal 4.1: Data Collection/Assessment Subcommittee. The Diversity Committee sought to create a subcommittee focused on data collection and assessment. The subcommittee would: (a) draft and circulate anonymous and voluntary surveys to help gather relevant data and needs assessments, including data about PCS board, faculty, staff, and students; (b) spearhead the collection of data from students who were part of outreach programs described above and from graduating FTC students, such as SAT scores, college acceptance rates, and kinds of colleges (i.e., two-year, four-year), including information about why FTC students and families decided to apply to and attend particular colleges, and (c) gather data that allows a comparison of "success" data between PCS students and students at other schools and programs and course offerings, such as the Santa Cruz High School Math Academy and AP courses.

Status: Given the importance of these issues, and the sensitivity of some of the information, working closely with the Head of School, the PCS Board has assumed central responsibility for data collection and assessment, and this will be a central focus for the next plan period. For example, in 2018-2019 we collaborated with Dr. Sabbah to collect and analyze data on attrition, which led us to conclude that there is not a correlation at PCS between race and/or FTC status and students who leave PCS prior to graduation.

Goal 4.2: Evaluate Feasibility and Potential Effectiveness of Further Lottery Refinements. Based on data collection and assessment, PCS aimed to consider whether diversity improvement can be achieved by additional lottery measures, such as a 9th grade entry FTC lottery reserve or a lottery reserve for applicants eligible for free and reduced lunch.

Status: PCS continues to evaluate how to hold a lottery that is compliant with State law and also serves PCS diversity goals. The Head of School conducted an analysis looking for any correlation between race and either FTC and/or free and reduced meal eligibility. Based on this analysis, coupled with a recent study of barriers to access in Diverse by Design schools conducted by the Century Foundation^[3], PCS has concluded that the most effective approach is to direct its efforts to the 6th Grade and the expansion of the First to College preference in that lottery as discussed in Part IV below.

IV. Overview of the 2020-2025 Diversity Action Plan

The 2020-2025 Diversity Action Plan has five overarching goals (A-E), which are summarized here and

detailed in Section V below.

- **A.** Recruit More Diverse Student Population. The Board and Head of School will jointly investigate the possible benefits and impacts of creating a 6th grade with a 50% lottery preference for underrepresented students, as identified by First to College (FTC) status and/or Free and Reduced Price Meal (FRPM) eligibility (or other diversity-targeted metrics), in order to ease the transition between elementary, middle, and high school for underrepresented students and thereby increase the likelihood of their applying to PCS, and to provide an additional opportunity for student support separate from the existing program and course sequence.
- **B.** Build Mechanisms for Student Support. The Head of School will lead efforts focused on teacher development and support programs for students to ensure all students are supported to be successful at PCS, with a particular focus on ensuring the success of diverse populations, and with a view towards expanding support for include grades 9-12.
- **C. Recruit Diverse School Leadership**. The Head of School will identify and implement strategies to recruit a more diverse teacher and staff population, and the Board will continue to recruit diverse members, both with a view to better reflect our community's demographics.
- **D. Build an Inclusive and Supportive School Culture**. The Head of School will lead efforts to build an inclusive and equitable school culture and climate to support the academic success, and social and emotional well-being of every student. This initiative will both involve investing in a staff member to support diversity, equity and inclusion efforts in addition to engaging expertise on equity to support multi-stakeholder learning.
- **E.** Refine Data Collection and Evaluation. PCS plans to refine current methods and standards of gathering and analyzing data for the purpose of uncovering any gaps in achievement within the student population and in particular for the most vulnerable students. Such metrics will be used to intentionally deploy resources to support the students that are most heavily impacted.

V. 2020-2025 Diversity Action Plan

<u>Plan Elements and Reporting Timeline:</u> The 2020-2025 Diversity Plan has five mutually supporting goals, which aim to build on and expand past efforts: (A) recruit a more diverse student population; (B) build mechanisms of student support; (C) recruit diverse school leadership; (D) build a supportive and inclusive school culture; and (E) expand data collection and assessment. The Head of School will oversee the preparation of a status report addressing progress in these areas, to be submitted to the Board of Directors each December and May.

Goal A: Recruit More Diverse Student Population. If approved as a material revision to the charter, the Board and Head of School will jointly investigate the possible benefits and impacts of creating a 6th grade with a 50% lottery preference for underrepresented students, as identified by First to College (FTC) status and/or Free and Reduced-Price Meal (FRPM) eligibility (or other diversity-targeted metrics), in order to ease the transition between elementary, middle, and high school for underrepresented students and thereby increase the likelihood of their applying to PCS. As part of this initiative, PCS will request a material revision to the charter to create a 6th grade program with up to 44 students.

When PCS was founded, it was aligned with the then-existing grade-year division between elementary

and middle schools in the local school district, in which middle school began in 7th grade. As many of the local school districts have now changed to begin middle school instruction in 6th grade, PCS is no longer aligned with the grade-year division in those schools. Adding a sixth grade to PCS through an approved material change to the charter could help with diversity efforts, in that it would reduce barriers for students who would be challenged by multiple school transitions (i.e., attending different schools for 5th, 6th, and 7th grades).

PCS runs a first-to-college admissions lottery that allocates 15% of 7th grade seats for students who will be the first in their family to attend college. This lottery occurs prior to the main lottery; anyone not chosen in the first-to-college lottery is then entered in the main lottery as well. As part of our efforts to analyze PCS's stated commitment to enrolling a diverse student body, we have looked at the first-to-college admissions lottery data to measure the level of diversity in the school's actual enrollment. While we recognize that a robust definition of diversity in school enrollment requires considering a variety of factors, our analysis showed, unsurprisingly, that first-to-college admissions at PCS correlates with racial and socioeconomic diversity. In the last few years, however, the number of applicants to the first-to-college admissions lottery has not increased and remains close to the 15% of the allotted 7th grade seats. While a narrow achievement gap persists for these students according to state administered test results, that gap is decidedly smaller than the statewide equity/opportunity gaps. Fundamentally, the consideration of first-to-college in selection process has been a critical component for achieving the current level of diversity at PCS, yet moving forward we must further evaluate ways to attract an even higher enrollment of diverse students into the school.

At the current level of diversity, research has shown that it is still difficult for minority students to achieve a sense of belonging and it is challenging to reassure tolerance and cross-racial friendships among all students. A more substantial intervention, we believe, is needed. One avenue we would like to explore, if approved through material revision of the charter, is to increase the number of students who gain admission via selective enrollment at the sixth-grade level. As stated, similar efforts have been put in place in other charter networks successfully pursuing socioeconomic integration.

We are particularly drawn to a 6th grade program (if approved through material revision of the charter) because it will allow PCS to attract and enroll more diverse cohorts of students, feeding more equitably from all local elementary schools, rather than the select few that currently include a 6th grade. A five-year longitudinal analysis of PCS feeder schools revealed that 30-40% of PCS 7th grade enrollment feeds from private or small schools that are not as diverse as our surrounding public elementary and middle schools. A closer look reveals that 21% of our enrollment from public feeder schools represents those somewhat less diverse public elementary sites who offer a 6th grade, which means that less than half (49%) of PCS enrollment each year feeds from more diverse public middle schools, after students have attended 6th grade elsewhere. Thus, we believe the lack of a 6th grade at PCS to be a hindrance to achieving parity with our surrounding schools and community.

If approved through material revision of the charter, this approach will also ease the transition to middle and high school, as students will transfer to PCS directly from elementary school, rather than having to transition twice between elementary, middle and high school. This opportunity would be particularly impactful for FTC students who are less likely to be transitioning to PCS from private schools, which often offer a sixth grade. Developing a 6th grade program will require considerable preparation. These efforts will include an intentional turn toward a nurturing learning and social atmosphere designed to meet the needs and circumstances of younger students. Moving forward, we need more research to effectively shape our program into one that encourages true equity, rather than one that simply promotes access as a single step of progress. If approved as a material revision to the charter, the following specific activities will help PCS reach this goal:

- 1. Engage stakeholders in a discussion of the possible benefits, impacts, and hurdles in launching a sixth grade.
- 2. Redoubling efforts with community partnerships that will yield a greater number of diverse applicants.
- 3. Evaluate if additional selection metrics, in addition to FTC and FRPM eligibility, may help to further diversity efforts.

PCS intends to proceed with actions listed above as 2 and 3 regardless of the outcome of our request for material revision to the charter for the sixth-grade. We remain committed to increasing diversity at PCS in the future, and will adjust lottery priorities for underrepresented students, foster positive community partnerships, and continue to explore a variety of outreach efforts towards our goal of recruiting a more diverse student population.

Goal B: Build Mechanisms of Student Support. The Head of School will lead efforts focused on teacher development and support programs for students to ensure all students are supported to be successful at PCS, with a particular focus on ensuring the success of diverse populations, and with a view towards expanding support for include grades 9-12.

At the center of PCS's vision and mission is providing an exemplary college preparatory program, rich in academic, artistic, and multicultural opportunities. Our values statement underscores our essential belief that all students are capable of success within this rigorous academic environment, given the right supports. As PCS strives to become a more diverse learning community, we move forward with particular interest in providing a comprehensive system of student support to ensure the success of all students, with particular interest in reducing equity/opportunity gaps.

To that end, PCS will enhance services to provide Multi-Tiered Systems of Support (MTSS). As defined by the California Department of Education, "MTSS is an integrated, comprehensive framework that focuses on core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral, and social success."^[4] By establishing an MTSS system, PCS will create greater opportunity to identify and intentionally respond to students' individual learning needs with necessary services and supports.

PCS will continue to build the capacity of faculty and staff to meet the needs of diverse learners by engaging in professional learning focused on culturally responsive pedagogy, Universal Design for Learning, Social and Emotional Learning, and instructional strategies appropriate for variable learning needs.

To specifically support the needs of our first-to-college students and their families, PCS will partner with Advancement Via Individual Determination (AVID), a non-profit organization with over 30 years' experience in reducing achievement gaps and attaining success for low-income, first-to-college students. AVID training, resources, and consultancy will assist PCS in embedding academic supports and services to meet the needs of the diverse students we seek to attract and retain.

The following specific activities will help PCS reach the above goal:

- 1. Enhance Multi-Tiered Systems of Support (MTSS), including:
 - a. Grade Level Team meetings
 - b. Student Success Team (SST) process
 - c. Academic support for students in all grades
 - d. Social-emotional/mental health learning and support for students in all grades

2. Professional Development focused on culturally responsive pedagogy, Universal Design for Learning, and instructional strategies to support the success of diverse learners

3. AVID Partnership

- a. Professional development for PCS faculty and staff on schoolwide structures and strategies that accelerate student learning and close achievement gaps
- b. Access to resources, materials, and consultation services proven to support the success of first-to-college students
- c. Parent education materials and strategies, targeted to support for first-to-college students and their families
- d. Network of support with other regional AVID programs, including those active in Santa Cruz County middle and high schools
- e. Investment in dedicated tutors to support first-to-college students

Goal C: Recruit Diverse School Leadership. The Head of School will identify and implement strategies to recruit a more diverse teacher and staff population, and the Board will continue to recruit diverse members, both with a view to better reflect our community's demographics.

As PCS seeks to increase student diversity, we recognize the benefits of recruiting and retaining a more diverse faculty and staff. According to 2018 study, "increasing teacher diversity is a very important strategy for improving learning for students of color and for closing achievement gaps." 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."

PCS has traditionally recruited teachers and staff primarily by posting openings on EdJoin and the Employment portion of the school website. A significant departure from this norm was the recent Head of School search process, for which PCS Board of Directors engaged an Executive Search Consulting firm, in order to deliver a diverse slate of highly-qualified candidates. With similar intent, PCS will use a variety of outreach and recruitment strategies to find diverse candidates qualified for future positions.

The following specific activities will help PCS reach the above goal:

- 1. Outreach and communication with local teacher preparation/credential programs
- 2. Participation in regional teacher recruitment fairs
- 3. PCS representation in forums and networks focused on diversity in education

Goal D: Build an Inclusive and Supportive School Culture. The Head of School will lead efforts to build an inclusive and equitable school culture and climate to support the academic success, and social and emotional well-being of every student. This initiative may expand classified staff hours to support diversity, equity and inclusion efforts in addition to engaging expertise on equity to support multistakeholder 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. <u>Diversity, Equity & Inclusion Consultancy.</u> 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. <u>Dedicated Staffing</u>. 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. <u>Student Leadership & Engagement.</u> 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. <u>Integration of DEI in Curriculum and Instruction</u>. 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. <u>Professional Development for Teachers</u>. 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. <u>Create a Roadmap to Close Achievement Gaps</u>. We will can establish reasonable roadmaps to achieve our vision, setting measurable goals for each racial or socioeconomic subgroup to close the achievement gaps. Efforts to collect and analyze data more effectively might include contracting with a school data specialist or other outside consultants pending resource availability.

While the school collectively strives toward improving multiple measures of student performance, we will also incorporate progress targets directly into department and individual teachers' professional goals. With measurable goals, the phrase "closing the gaps" becomes less aspirational and will give departments

and teachers concrete opportunities and accountability mechanisms. We will provide resources and support to accelerate the learning of low-achieving students while continuing to improve achievement for all. We will provide teachers with access to frequent, diagnostic assessments and high-quality professional development, including coaching and collaboration time with colleagues. This will allow teachers to use data to make significant improvements to curriculum and instruction in order to close achievement gaps.

VI. Appendix A – Relevant Data

A. Measurements of Diversity

Evidence suggests that the demographics of PCS applicants are similar to the pupil population of peers attending Santa Cruz City Schools High Schools that pursue a college preparatory curriculum, as demonstrated by enrollment in AP classes. PCS will continue seeking to monitor this important basis of comparison. In recognition that a diverse student body is critical to an excellent education, PCS will continue its efforts to achieve diversity in all areas, including race, ethnicity, socioeconomic status, sexual orientation, and gender identity/expression.

B. Diversity Index Data/Tables

The tables below show multi-year trends in PCS student racial demographics as well as student socioeconomic status. PCS is encouraged by continued growth in the diversity of the student population as measured by these two indicators. PCS will continue to focus on outreach and recruitment of students in all Santa Cruz communities, as well as strengthening support structures to facilitate their success once enrolled.

1.Percentage of PCS Students Reported as Hispanic/Latino

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	SCHS District
2010-11	5.0	10.2	6.7	12.6	12.3	5.5	9.0	32.6
2011-12	17.0	13.6	11.4	4.7	10.7	10.4	11.4	34.5
2012-13	21.6	16.1	11.4	13.1	5.9	11.0	13.2	35.9
2013-14	13.5	20.5	17.0	11.8	14.7	16.1	14.0	37.1
2014-15	15.4	14.1	18.2	17.0	16.7	15.5	16.1	37.6
2015-16	15.2	15.0	13.0	14.4	14.8	12.9	14.3	37.5
2016-17	6.5	18.7	18.7	14.1	18.3	14.9	15.1	28.2
2017-18	17.4	7.6	18.5	16.5	15.0	16.9	15.3	27
2018-19	11.0	18.3	6.5	16.5	18.2	16.7	14.5	TBD

2. Percentage of PCS Students Reported as White

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	SCHS District
2010-11	86.3	73.9	69.7	74.7	75.3	81.8	76.5	58.4
2011-12	65.9	71.6	72.7	67.1	72.6	72.7	70.4	56.0
2012-13	65.9	65.5	72.3	72.6	70.6	76.8	70.6	54.1
2013-14	64	64.8	63.6	69.4	66.6	72	66.6	52.6
2014-15	71.4	67.4	69.0	70.0	75.5	66.2	69.9	52.9
2015-16	75.0	73.6	72.2	68.0	68.0	73.2	71.8	52.9
2016-17	78.3	76.3	65.9	70.1	64.6	67.6	70.8	61
2017-18	61.5	79.3	75	64.8	65.6	70.5	68.3	60.5
2018-19	73.3	64.5	79.3	78.3	62.5	72.2	70.6	TBD

3. Percentage of PCS Students Reported as Eligible for Free and Reduced Lunch

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	SCHS District
2010-11	1.2	0	3.4	3.5	3.8	27.3	5.2	35.5
2011-12	1.1	3.4	5.8	7.1	6.0	13.2	5.9	32.5
2012-13	2.3	10.3	4.5	8.4	7.0	9.8	7.0	32.5
2013-14	5.7	1.1	0	0	0	2.5	1.6	36.5
2014-15	8.8	5.6	2.3	3.8	1.4	2.8	4.3	40.3
2015-16	4.4	11	5.6	2.5	4	4.2	5.4	TBD
2016-17	8.7	7.8	13.2	11.8	5.8	2.7	8.5	TBD
2017-18	9	11	13	15	13	8	11.5	32.1
2018-2019	11	7.5	9	11	15	15.5	11.3	TBD

4. First to College (FTC) Students

Academic performance data of the FTC students is compiled in the table below. The numbers are fairly small, making it difficult to identify trends. However, the high success rate on Advanced Placement exams in our first graduating class is notable.

	PCS First to College Academic Data (through 2018-2019)								
	GPA % who Met or Exceeded the Standard on CAASPP								
Class	Junior High	High School	7th ELA	7th Math	8th ELA	8th Math	11th ELA	11th Math	% of AP Exams with 3, 4, or 5
2017	2.62	2.965					83% (n=6)	50% (n=6)	85% (n=21)
2018	2.45	2.76			60% (n=10)	50% (n=10)	88% (n=8)	75% (n=8)	58% (n=12)
2019	3.057	3.338			60% (n=10)	50% (n=10)	88% (n=10)	75% (n=10)	63% (n=23)
2020	2.494	2.777	75% (n=8)	50% (n=8)	75% (n=8)	38% (n=8)			61% (n=18)
2021	2.640	2.934	29% (n=7)	29% (n=7)	43% (n=7)	29% (n=29)			75% (n=8)
2022	2.832	3.738	75% (n=8)	50% (n=8)	83% (n=6)	50% (n=6)			

5.PCS Student Diversity Results

Key student diversity categories are combined for comparison.

	Total Enrollment*	FTC Students**		Hispanic Students	
2019-2020	543	45	8.3%	79	14.6%
2018-2019	545	44	8.3%	79	14.5%
2017-2018	537	39	7.2%	83	15.3%
2016-2017	522	41	7.9%	80	15.1%
2015-2016	518	36	7%	74	14.3%
2014-2015	508	33	6.4%	82	16.1%
2013-2014	504	26	5%	70	14.0%

FTC (First to College) and Hispanic student data are self-reported; Hispanic students reported as Hispanic/Latino.

^{*} Starting enrollment as of the first Wednesday of each October.

^{**} FTC students admitted through sibling preference, FTC lottery, general lottery, and after 7th grade combined.

6. 2017-2018 Ethnic Diversity Index - Santa Cruz County Schools

School	Ethnic Diversity Index	Enrollment
San Lorenzo Valley High	23	726
San Lorenzo Valley Middle	26	538
Scotts Valley High	32	802
Scotts Valley Middle	30	562
Pacific Collegiate School	34	537
Aptos High	40	1,478
Mission Hill Middle	44	615
Santa Cruz High	40	1,062
Branciforte Middle	42	482
Soquel High	42	1,155
Harbor High	40	926
All Santa Cruz County public schools	39	40,393

2017-2018 scores from the California Department of Education's (CDE) state-<u>wide Ethnic Diversity Index (EDI)</u> 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^a grade, including 15 applications for the FTC lottery. Five seats were set aside for FTC lottery. Of the 5 students receiving the FTC seats, only one identified as Latino and they declined to enroll. Two other FTC students received seats through the general lottery, and one of those applicants identified as Latino. Two FTC siblings were also enrolled, both identifying as Latino. Currently 6 of these 8 FTC students are still enrolled at PCS. Neither student who left PCS identified as Latino.

The March 2016 lottery (class of 2022) received 231 total applications for 7th grade, including 13 applications for the FTC lottery. Six seats were set aside for the FTC lottery. Of the six students receiving the FTC seats, only one identified as Latino. No other FTC applicants received a seat in the general lottery. Currently 4 of the 6 FTC students are still enrolled at PCS, including the one FTC identifying as Latino.

The March 2017 lottery (class of 2023) received 258 total applications for 7^a grade, including 16 applications for the FTC lottery. This was the first year that PCS began using a lottery software from Smart Choice Technologies, Inc. making some additional application information now accessible. Of the 16 FTC applicants, one was a sibling of a currently attending student, and 7 of the remaining applicants did not attend a required Lottery Information Meeting which would have made their application eligible to go into the lottery. Consequently, only 8 FTC applications were actually submitted for the FTC lottery. Six seats were held for the FTC lottery. One of the six applicants receiving an FTC seat identifies as Latino. One additional FTC applicant received a seat in the General Lottery. Currently, of the 8 FTC applicants receiving seats, only 4 are currently enrolled including the applicant that identifies as Latino. The FTC sibling declined to enroll after the lottery.

The March 2018 lottery (class of 2024) received 256 total applications for 7th grade, including 22 applications for the FTC lottery. Of the 22 FTC applicants, 3 were siblings of currently attending students, and 5 applicants did not attend the required Lottery Information Meeting. The total number of applicants eligible for the FTC lottery were 14. Seven seats were set aside for the FTC lottery. Of the 7 FTC applicants receiving a seat, one student identifies as Latino. One additional FTC applicant received a seat in the general lottery and also identifies as Latino. From the 11 students receiving FTC seats, 9 are currently enrolled. One student identifying as Latino dis-enrolled.

The March 2019 lottery (class of 2025) received 272 total applications for 7th grade, including 25 applications for the FTC lottery. Of the 25 FTC applicants, 4 were siblings of currently attending students

and 3 of these siblings identified as Latino. Five FTC applicants did not attend the required Lottery Information meeting. The total number of applicants eligible for the FTC lottery were 16. Ten seats were set aside for the FTC lottery. Of the 10 applicants receiving FTC seats, only 1 identified as Latino. Four additional FTC applicants received seats in the general lottery, with two identifying as Latino. One of these 4 FTC applicants declined to enroll after the lottery.

D. WASC Plan Diversity Goals

Action Item 2: Increase academic support to First to College (FTC) students

Tasks	Responsible Parties	Progress Assessments	Timeline	Progress Reports
Establish baseline metrics for FTC student academic tracking to be collected, compiled and evaluated annually	Administration Outreach Coordinator Diversity Committee Faculty	Creation of a template for data collection	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration
Survey parents of FTC students annually to determine effectiveness of systems and support	Administration Outreach Coordinator Diversity Committee	Create survey Compile data	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration
Analyze metrics and survey results and make adjustments to provide appropriate support for FTC Students	Administration Outreach Coordinator Diversity Committee Faculty	FTC support plan	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration

E. 2015-2018 Strategic Plan Diversity Goals

- 2. Foster a positive school culture to enhance student engagement.
- 2-B. Continue to increase diversity at every level within the school community.

VII. Appendix B – Detailed Review of Past Diversity Plans

Review of 2006-2011 Diversity Plan and Progress

The original 2006-2011 Diversity Plan included six elements. Those elements, and the progress made on those ideas since that time, are as follows:

1. Retention of Outreach Coordinator. In January of 2007, PCS created and funded a paid staff position for an Outreach Coordinator. The original PCS Outreach Coordinator served in that capacity until the end of the 2015-2016 school year. The Diversity Committee expended significant efforts on recruitment for this position in the fall of 2016, which resulted in the hiring of a new Outreach Coordinator in December

2016.

- 2. Creation of Diversity Oversight Committee. In 2006, a Diversity Oversight Committee was created and empaneled as an advisory committee reporting to the PCS Board of Directors. The Diversity Oversight Committee replaced the Diversity Task Force, which had been formed in 2005, which was preceded by the Diversity Education and Outreach Committee, established in 2004. The Diversity Oversight Committee continues to meet monthly and includes the Outreach Coordinator and school principal.
- 3. Development of PCS Community Outreach Program. The PCS Community Outreach program started immediately and has included dissemination of information about PCS and upcoming events through the school website and local newspapers and other means. The Outreach Coordinator has supervised the dissemination of information to area schools, community centers, libraries, after-school programs, health clinics, religious institutions, local businesses, and other places where families of diverse backgrounds might be reached.^[7] The Outreach Coordinator has attended a wide variety of community events to raise awareness of PCS and the procedures for admission. PCS has developed community partnerships to facilitate positive interactions between PCS students and staff and Santa Cruz community members, including tutoring, mentoring, and other community service projects. [8] Prior to the annual admissions lottery, which is typically held in March, PCS conducts at least three information meetings for students and their families. These meetings are widely advertised in English as well as Spanish, and Spanish language interpretation is available at each meeting. All literature, handouts and PowerPoint presentations are translated into Spanish. The PCS website has a translation feature so that the website material can be instantly converted to Spanish. PCS also has staff members who are fluent Spanish speakers who can support prospective families and students with the application process. The online admission application is available in both Spanish and English and hard copies of both applications are available on campus for those not able to access information via the Internet.
- 4. Development of Pilot "First to College" (FTC) Program Affecting PCS Lottery. The combination of open public access and high academic standards has resulted in significantly more demand for PCS admission than there are spaces available for students. Pursuant to California State charter school law, PCS holds an annual public lottery for admissions. The lottery is widely publicized, open to all - there are no tests and no application fees - and is completely transparent. [9] In the spring of 2009, the PCS Board of Directors approved a proposal for a pilot lottery program to address student diversity. The PCS Pilot FTC Lottery Study began with the admission lottery for the 2011-2012 school year. The program set aside either 10% of available slots or five seats, whichever number was greater, for applicants to 7th grade who would be the first in their family to attend college. (For purposes of this program, a 'first-generation college-bound' applicant is defined as one whose parents' or chief guardians' highest level of education is less than an Associate's Degree.) Also, students applying through the FTC lottery who were not admitted were then added to the general lottery, effectively giving them two chances at admission. For the 2011-2012 year, the FTC Lottery received strong interest but the outcome of the lottery did not directly result in an increase of Hispanic student admissions. However, the following year, the FTC Lottery did increase the admission of Hispanic students. (See section VII.C.)
- 5.<u>Programs for Student Support</u>. 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. Study hall is available for students before and after school and throughout the day, with computers available. Peer tutors, supervised by a member of the faculty, are available in afternoon study hall Monday-Thursday until 4:30 p.m.

In 2011, PCS refined its "7th/8th Academic Support" position, a job that focuses exclusively on working

with 7th and 8th grade students who need additional help outside of the classroom. The position had originally been coupled with classroom teaching. Also in 2011, PCS implemented an advisory system structured around 35-minute periods every Friday and every other Tuesday. Advisory periods provided students with a safe, inviting place to build a relationship with peers and an adult at the school (either a teacher or administrator) who was there to talk about subjects outside of the regular curriculum. The function of advisory was, among other things, to ensure that no student "slips through the cracks." Advisors were required to do regular, one-on-one check-ins with students pertaining to both academic and social issues. As discussed below, in the 2015-2016 school year, the Advisory program was changed to a Seminar program.

In the 2010-2011 school year, the Math Department began offering drop-in after-school tutorial programs staffed by volunteer faculty, and the program currently operates on Mondays and Tuesdays after school. Many students are officially referred to the program, but students have also opted to attend. The program's organizers track the attendance of students, and it is specifically aimed at improving achievement in math.

6. School Culture and Mentoring. A late summer program called Academic Base Camp was instituted in the summer of 2005 and continues to be offered to introduce students to the PCS environment and prepare students for the rigorous curriculum in 7th grade. Typically starting about three weeks before the first day of classes, Base Camp targets approximately 50 incoming 7th grade students who, based on assessments in Math and English administered during the previous spring, have been identified as potentially needing support in one or both of these critical academic areas. Students meet in two English classes and two Math classes, reviewing skills and strategies with four members of the PCS faculty. Most Base Camp participants describe the experience as important to having a successful launch at PCS. Despite the loss of state funding for the program, PCS continues to budget for the Base Camp experience. As discussed below, Base Camp was expanded in 2015 to support high school students enrolled in AP classes.

Beginning in the 2012-2013 school year, PCS offered incoming 7th grade students an elective course called Study Skills & Technology (SST). The course focused on the introduction and practice of the types of academic tasks students can, and should, expect to encounter during their time at PCS. Finding that it was an important part of a successful adjustment to the PCS program, the SST course became mandatory for incoming 7th graders in the next school year.

PCS participates in the nationwide WEB ("Where Everyone Belongs") Program, an organization whose purpose is to help students feel more comfortable as well as help them achieve success in their first year of PCS. The WEB 7th grade orientation and transition program is designed to both welcome and support 7th graders by assigning them a high school WEB Leader as a mentor during this first year. This WEB Leader is a responsible older student who was hand selected from a large pool of applicants and has met the qualifications of being a good role model and a positive leader on our campus.

2011-2015 Diversity Plan and Progress

The 2011-2015 Diversity Plan identified five measures PCS would evaluate and pursue. ^[11] Those measures, and the progress made on each, is as follows:

1. Continued Improvement of Outreach Efforts. The PCS Community Outreach program has continued to find new ways to reach diverse communities. In 2014, PCS established a tutoring program with Barrios Unidos. Children in grades kindergarten to 12th grade who participate in Barrios Unidos are transported to PCS two days a week, where students provide tutoring and PCS staff provide academic assessments. During the 2014-2015 school year, approximately 20 students from the Beach Flats community

participated. During the 2015-2016 year, about 20 students from Beach Flats and an additional 20 students from the Live Oak community participated and there was a waitlist of about the same numbers from each community to join the program, the total number participating being limited due to transportation issues. The program has been a tremendous success, although Barrios Unidos has found it challenging to continue transportation funding.^[12] In conjunction with the tutoring program, PCS has been involved in potluck community events with Barrios Unidos parents. The events have been at both PCS and in the Beach Flats Community Center.^[13] Through both the tutoring program and the community events, families who might not have even been aware of PCS have now been introduced to PCS in a positive and welcoming manner, and some of those families have applied for the PCS lottery.^[14]

2. Improvement and Refinement of Mentoring and Support of Students and Families. The PCS Tutorial program was instituted in 2014 and has been widely utilized by students for academic support. During Tutorial periods, which are on Wednesdays and Thursdays, students may drop in and consult with any teacher for help in making up missed work and for extra assistance in areas where the student may be struggling. In 2015, PCS introduced the Seminar program (replacing the Advisory program) in which PCS faculty and staff teach once-a-week "courses" on topics of interest to them and students. The courses have been extremely diverse, including yoga, vegan baking, board games, creative writing, philosophy, a capella, documentary analysis, journalism, and knitting. Students select their Seminar each semester and get the opportunity to know a faculty or staff member on a more personal level. This program has been popular with students and continues the spirit of the Advisory program in that it fosters relationships between students and faculty members.

In 2015, PCS began a program called the AP Base Camp to help incoming 10th through 12th grade students prepare for the Advanced Placement (AP) courses and exams specifically and the increased academic expectations of the upper grades in general. The AP Base Camp is an 8-day program held over the summer for two hours per day. The program focuses on the skills of reading a textbook, outlining, and preparing for quizzes/assessments. Up to 50 students may enroll, and preference is given to new students as well as those recommended by teachers.

College Test Prep resources were offered for the SAT and ACT tests beginning in the 2014-2015 school year, and in 2015 these resources became free to all students. The PCS college counselor provides financial aid workshops for parents and helps families prepare the Free Application for Federal Student Aid (FAFSA).

- 3. Evaluation and Refinement of Lottery. In 2014, the PCS Board of Directors permanently adopted the FTC Lottery, based on the results of the PCS FTC Pilot Lottery Study, with amendments adopted following discussions during the COE Board of Education Trustees' Charter School Committee meeting on October 7, 2014. Pursuant to the October 2014 amendments, the admission reserve for FTC students will increase from 10 percent to 15 percent in increments of one percent per year for five years starting in the 2015-2016 school year. This will result in the following admissions reserves: 11 percent for the 2015-2016 school year, 12 percent for the 2016-2017 school year, 13 percent for the 2017-2018 school year, 14 percent for the 2018-2019 school year, and 15 percent for the 2019-2020 school year, after which it will remain at 15 percent.
- 4. Evaluation of Possible Summer Academic Camp. During the 2012-2013 school year, PCS evaluated the feasibility of offering a new academic summer camp during the summer months, for students who had completed 5th grade. The proposed camp would focus on developing basic study skills necessary for long term academic success, with an emphasis on skills appropriate to the 6th grade, and it would provide a roadmap to the PCS academic program and school culture. However, with the facility move, the logistical preparation was put on hold. This program is still being considered.

5. Pursuit of Opportunities for Cultural Enrichment. The 2011-2015 plan recognized that the PCS experience has been enriched by academic and extracurricular programs focused on the appreciation of diverse cultures and peoples, by students from other countries who attend PCS, and by the experiences of PCS students who participate in programs for travel and study abroad. The plan envisioned the evaluation of potential "sister schools" and other opportunities for learning across international borders. During that time period, PCS began hosting more foreign exchange students and offering a formal student exchange with a school in Denmark and a school in Chile. PCS also began offering four world languages, with an increasing focus on culture, as per the changing AP curriculum.

[6]Ibid

^[1] Ayscue, Jennifer Erica Frankenberg, and Genevieve Siegel-Hawley (2017) The complementary benefits of racial and socioeconomic diversity in schools. Research Brief #10. The National Coalition on School Diversity. Available at: https://schooldiversity.org/pdf/DiversityResearchBriefNo10.pdf

^[2] Potter, H. and Quick, K. (2018). Diverse-by-Design Charter Schools. The Century Foundation. Accessed at https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1

[3] Potter, H. and Quick, K. (2018). *Diverse-by-Design Charter Schools. The Century Foundation*. Accessed at

https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1

^[4] California Department of Education, Multi-Tiered Systems of Support, accessed at https://www.cde.ca.gov/ci/cr/ri/

^[5] Carver-Thomas, D. (2018). Diversifying the teaching profession: How to recruit and retain teachers of color. Palo Alto, CA: Learning Policy Institute.

Appendix L: Proposed Schedule and Timeline for Planning Sixth Grade Program

PACIFIC COLLEGIATE SCHOOL PROPOSED SCHEDULE FOR SIXTH-GRADE PROGRAM

Class #1

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 & 2 8:15-10:17 Humanities Core	Period 1 8:15-10:00 Humanities Core	Period 2 8:15-10:00 Humanities Core	Period 1 8:15-10:00 Humanities Core	Collaboration Late Start
ELA/ELD/History	ELA/ELD/History	ELA/ELD/History	ELA/ELD/History	Period 2 9:00-10-45 Humanities Core ELA/ELD/History
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	
Period 3 & 4 10:32-12:31 STEM Core Math/Science	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00–12:45 STEM Core Math/Science
LUNCH 12:31-1:11	LUNCH 12:45-1:25			
Period 5A 1:16-2:13 Visual Arts	Period 5A 1:30-2:20 Visual Arts	Period 6B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Visual Arts	Period 6B 1:30-3:15 World Explorers (Language/Art/Music/Culture)
Period 6A 2:18-3:15 Wellness (Health/Physical Education)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)		Period 6A 2:25-3:15 Wellness (Health/Physical Education)	

Class #2

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 & 2	Period 1	Period 2	Period 1	Collaboration
8:15-10:17	8:15-10:00	8:15-10:00	8:15-10:00	Late Start
STEM Core	STEM Core	STEM Core	STEM Core	Period 2
Math/Science	Math/Science	Math/Science	Math/Science	9:00-10-45
BREAK	BREAK	BREAK	BREAK	STEM Core
10:17-10:27	10:00-10:10	10:00-10:10	10:00-10:10	Math/Science
Period 3 & 4 10:32-12:31 Humanities Core ELA/ELD/History	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00–12:45 Humanities Core ELA/ELD/History
LUNCH	LUNCH			
12:31-1:11	12:45-1:25			

Period 5A 1:16-2:13 Wellness (Health/Physical Education)	Period 5B 1:30-3:15	Period 5A 1:30-2:20 Wellness (Health/Physical Education)	Period 5B 1:30-3:15	Period 5A 1:30-2:20 Wellness (Health/Physical Education)
Period 6A 2:18-3:15 Visual Arts	World Explorers (Language/Art/Music/Culture)	Period 6A 2:25-3:15 Visual Arts	World Explorers (Language/Art/Music/Culture)	Period 6A 2:25-3:15 Visual Arts

PACIFIC COLLEGIATE SCHOOL TIMELINE FOR PLANNING AND PREPARATION OF SIXTH-GRADE PROGRAM

Recognizing that the addition of a sixth-grade at PCS will require a curriculum and program intentionally designed to meet the unique developmental and academic needs of younger students, PCS proposes the following planning timeline to prepare for the successful launch of a sixth-grade program.

18 months prior

- Identify any facilities enhancements needed to support sixth-grade
- Begin facilities upgrade projects (e.g. improvement to outdoor play space)
- Engage academic specialists, PCS Department Chairs and teachers in developing curriculum map for proposed sixth-grade, aligning to knowledge and skills needed for success in PCS 7-12 program
- Write job description for sixth-grade teacher/team

12 months prior

- Begin recruitment and hiring process for sixth-grade teacher/team
- Select textbooks and instructional materials to support proposed sixth-grade curriculum
- Outreach and preparation for annual lottery, including applications for 6th grade program

6-9 months prior

- Hire, onboard, and orient new teacher/team to PCS
- Engage sixth-grade teacher/team in professional development needed to support program goals (e.g. AVID and CCSS training)
- Connect sixth-grade teacher/team to appropriate networks of support (e.g. SCCOE Curriculum and Instruction specialists, AVID program directors, SCNTP mentors)
- Begin instructional planning and curriculum development by sixth-grade teacher/team with support from colleagues/Department Chairs (ELA/ELD, Math, Science, History, World Language, Visual and Performing Arts)

3-6 months prior

- Annual lottery and PCS enrollment, including for 6th grade program
- Develop plans for sixth-grade Base Camp (orientation, academic skills, and team-building). This will be distinct from 7th Grade Base Camp when there are 1-3 sections of sixth-grade; it will replace 7th Grade Base Camp as PCS orientation if/when there is a full sixth-grade
- Order texts, instructional materials, and supplies

1-3 month prior

- Finish instructional planning days for sixth-grade teacher/team Sixth-grade Parent Orientation and Welcome Sixth-grade Base Camp

Appendix M: Net Lease Agreement with Pacific Collegiate Foundation

NET LEASE AGREEMENT

between

Pacific Collegiate Foundation

as "Landlord"

and

Pacific Collegiate School

as "Tenant"

(3004 Mission Street, Santa Cruz, California, 95060)

PCS / PCF I ease Anreement

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
- Leasable Area of Building: An approximately 46,800 square feet building ("Building"), exclusive of modular building site.
- 6. Term: The period of time commencing on the Commencement Date (as defined in Section 7 of this Basic Lease Information below), and ending on the date (the "Expiration Date") that is the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date.
- 7. Anticipated Commencement Date: September 1, 2015
- 8. Base Rent: See Section 3.1
- 9. Landlord's Address for Payment of Rent and Notices:

PO Box 8166 Santa Cruz, California, 95061

10. Tenant's Address for Notices: The Premises, and prior to the Commencement Date to:

255 Swift Street Santa Cruz, California, 95060

The Basic Lease Information set forth above is part of the Lease and capitalized terms shall be defined terms in the Lease. In the event of any conflict between any Basic Lease Information and the Lease, the Lease shall control.

LEASE

THIS LEASE is made as of the Lease Date set forth in the Basic Lease Information, by and between the Landlord identified in the Basic Lease Information ("Landlord"), and the Tenant identified in the Basic Lease Information ("Tenant"). Landlord and Tenant hereby agree as follows:

- 1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and subject to the conditions of this Lease, the Premises (as defined below). The "Premises" include the Building identified in the Basic Lease Information (the "Building"), the parcel(s) of land on which the Building is located, the and all improvements thereon.
- 2. POSSESSION. Landlord agrees to use reasonable efforts to deliver possession of the Premises and a Certificate of Occupancy (or local equivalent) by the scheduled Commencement Date. If, despite such efforts, Landlord is unable to deliver possession of the Premises by the Commencement Date, Landlord shall not have any liability therefor, nor shall such failure affect the validity of this Lease, but Tenant shall have no obligation to commence the payment of rent until Landlord delivers possession of the Premises. Reasonable efforts shall not require the payment of premium or overtime wages to advance completion.

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'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.

USE AND COMPLIANCE WITH LAWS.

4.1 Use; Permitted Encumbrances; Suitability of Premises.

(a) <u>Use.</u> 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) <u>School Operations</u>. 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) <u>Permitted Encumbrances</u>. 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 <u>Hazardous Materials</u>.

- (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.

ALTERATIONS.

- "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.

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 warrantees 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.

UTILITIES AND SERVICES.

- 8.1 <u>Direct Payment by Tenant</u>. 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 <u>Interruption of Services</u>. 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.

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.

INSURANCE.

10,1 <u>Tenant's Insurance</u>.

- (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 <u>Landlord's Insurance</u>. 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.
- 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.

DAMAGE OR DESTRUCTION.

11.1 <u>Landlord's Duty to Repair</u>.

- (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 <u>Landlord's Right to Terminate</u>. 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 <u>Tenant's Right to Terminate</u>. If all or a substantial part of the Premises are rendered untenantable 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 <u>Waiver</u>. 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.

CONDEMNATION.

12.1 Definitions.

- (a) "Award" shall mean all compensation, sums, or anything of value awarded, paid or received on a total or partial Condemnation.
- (b) "Condemnation" shall mean (i) a permanent taking (or a temporary taking for a period extending beyond the end of the Term) pursuant to the exercise of the power of condemnation or eminent domain by any public or quasi-public authority, private corporation or individual having such power ("Condemnor"), whether by legal proceedings or otherwise, or (ii) a voluntary sale or transfer by Landlord to any such authority, either under threat of condemnation or while legal proceedings for condemnation are pending.
- (c) "Date of Condemnation" shall mean the earlier of the date that title to the property taken is vested in the Condemnor or the date the Condemnor has the right to possession of the property being condemned.

12.2 Effect on Lease.

- (a) If the Premises are totally taken by Condemnation, this Lease shall terminate as of the Date of Condemnation. If a portion but not all of the Premises is taken by Condemnation, this Lease shall remain in effect; provided, however, that if the portion of the Premises remaining after the Condemnation will be unsuitable for Tenant's continued use, then upon notice to Landlord within thirty (30) days after Landlord notifies Tenant of the Condemnation, Tenant may terminate this Lease effective as of the Date of Condemnation.
- (b) If twenty-five percent (25%) or more of the parcel of land on which the Building is located or of the floor area in the Building is taken by Condemnation, or if as a result of any Condemnation the Building is no longer reasonably suitable for use as a school building, Landlord may elect to

terminate this Lease, effective as of the Date of Condemnation, by notice to Tenant within thirty (30) days after the Date of Condemnation.

- (c) If all or a portion of the Premises is temporarily taken by a Condemnor (in a manner that does not materially affect Tenant's school operations from the Premises) for a period not extending beyond the end of the Term, this Lease shall remain in full force and effect.
- 12.3 Restoration. If this Lease is not terminated as provided in Section 12.2 Effect on Lease, Landlord, at its expense, shall diligently proceed to repair and restore the Premises to substantially its former condition (to the extent permitted by then applicable Laws) and/or repair and restore the Building to an architecturally complete school building; provided, however, that Landlord's obligations to so repair and restore shall be limited to the amount of any Award received by Landlord and not required to be paid to any Mortgagee (as defined in Section 19.2 below). In no event shall Landlord have any obligation to repair or replace any improvements in the Premises beyond the amount of any Award received by Landlord for such repair or to repair or replace any of Tenant's personal property, Trade Fixtures, or Alterations.
- 12.4 Abatement and Reduction of Rent. If any portion of the Building is taken in a Condemnation or is rendered permanently untenantable by repairs necessitated by the Condemnation, and this Lease is not terminated, the Base Rent and Additional Rent payable under this Lease shall be proportionally reduced as of the Date of Condemnation based upon the percentage of rentable square feet in the Building so taken or rendered permanently untenantable. In addition, if this Lease remains in effect following a Condemnation and Landlord proceeds to repair and restore the Premises, the Base Rent and Additional Rent payable under this Lease shall be abated during the period of such repair or restoration to the extent such repairs prevent Tenant's use of the Premises.
- 12.5 Awards. Any Award made shall be paid to Landlord, and Tenant hereby assigns to Landlord, and waives all interest in or claim to, any such Award, including any claim for the value of the unexpired Term; provided, however, that Tenant shall be entitled to receive, or to prosecute a separate claim for, an Award for a temporary taking of the Premises or a portion thereof by a Condemnor where this Lease is not terminated (to the extent such Award relates to the unexpired Term), or an Award or portion thereof separately designated for relocation expenses or the interruption of or damage to Tenant's business or as compensation for Tenant's personal property, Trade Fixtures or Alterations.
- 12.6 <u>Waiver</u>. 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.

ASSIGNMENT AND SUBLETTING.

- 13.1 <u>Landlord's Consent Required.</u> 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 <u>Effectiveness of Transfer.</u> 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.

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 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 <u>Remedies</u>. 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, 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.

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.

SURRENDER AND HOLDING OVER.

- 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-ininterest 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.

ENCUMBRANCES.

- 19.1 <u>Subordination</u>. 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 <u>Self-Executing</u>. 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.

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 <u>Financial Statements</u>. 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.

ATTORNEYS' FEES.

- 22.1 <u>Disputes between Landlord and Tenant</u>. 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.

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 to 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.
- 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:	TENANT:
PACIFIC COLLEGIATE FOUNDATION, a California nonprofit public benefit corporation	PACIFIC COLLEGIATE SCHOOL, a California nonprofit public benefit corporation
By:Thomas D. Morell	By: Peter Rode
Its: President	Its: President
Date:	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 <u>Drawings Prepared By Architect.</u> 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 <u>Tenant Improvements</u>. Landlord shall, at Landlord's expense, construct the tenant improvements (the "Tenant Improvements") based upon the approved Final Construction Specifications described above.

- 3.2 <u>Contractor</u>. Bogard Construction, Inc. ("Contractor") has been retained by Landlord 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 Finall 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.
- 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 <u>Tenant's Representative</u>. 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 <u>Landlord's Representative</u>. 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:

- 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. <u>Interim Arrangmements for Payment of Base Rent.</u> 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.

- 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. <u>Counterparts</u>. 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. <u>Capitalized Terms</u>. Capitalized terms used in this Amendment without definition shall have the same meanings given to such terms in the Lease.
- 6. <u>Ratification and Affirmation</u>. 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."
- On August 4, 2016, Landlord entered into a long term financing arrangement to C. 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

1

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.

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.

- 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.
- 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.
- 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

Name: Thomas D. Morell

Title: President

TENANT:

PACIFIC COLLEGIATE SCHOOL.

a California nonprofit public benefit corporation

Name: Connie Smith

Title: Board President

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this "Third Amendment"), is entered into to be effective as of June 15th, 2018 (the "Effective Date"), by and between Pacific Collegiate Foundation, a California nonprofit public benefit corporation ("Landlord"), and Pacific Collegiate School, a California nonprofit public benefit corporation ("Tenant").

Recitals

- A. Landlord and Tenant entered into that Net Lease Agreement dated for reference purposes as of April 1, 2015 ("Original Lease"), for land, a Building, and other improvements located at and commonly known as 3004 Mission Street, Santa Cruz, California (the "Premises"). The Original Lease was amended by that certain First Amendment to Lease dated as of November 10, 2015 and by that certain Second Amendment to Lease dated as of August 1, 2016 ("Second Amendment"), and as so amended is referred to in this Third Amendment as the "Lease."
- B. The Lease contemplates that (subject to a maximum amount of Five Hundred Thousand Dollars (\$500,000) per annum), the Base Rent payable by Tenant to Landlord will reflect the costs of financing the total costs of acquiring the Premises, and constructing the Premises for Tenant's use.
- C. The current Lease Term extends to the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date. The Landlord now wishes to amend the lease to include, at the end of the initial one hundred and twenty month Term, the right for Tenant to extend the Lease Term for an additional one hundred twenty (120) full calendar months.
- D. The Second Amendment, amended the Original Lease to add language defining the rights and obligations by both parties pursuant to the "Annual Reconciliation of Financing Rent". This Third Amendment is intended to eliminate certain language relating to the repayment of deficiencies and resolving issues associated with overpayments.
- E. In addition, the Second Amendment defined the "Financing Year" to be the 12 month period of time between August 1st of every calendar year through July 31st of the subsequent year. In order to resolve the inherent conflict between public school accounting schedules and the Financing Year listed in the Second Amendment, this Third Amendment alters the Financing Year to instead run between July 1st of every year thru June 30th of the following year.

Amendment

Landlord and Tenant hereby agree to amend the Lease as follows:

1. Option to Extend. The Landlord hereby grants the Tenant an option to extend the Expiration Date of the lease by up to 10 years in any increment desired by Tenant, such option to be exercised in writing by tenant at any time during the current term of the Lease, but not less than 6 months prior to the current Expiration Date of the Lease. Upon exercise of this Option to Extend, the

applicable rent shall still continue to be the lesser of the Base Rent as so defined and \$500,000 per annum.

Annual Reconciliation of Financing Rent.

(a) Rent Generally

- (1) Prior to April 1st of each Financing Year, Landlord shall notify Tenant of Landlord's estimate of the Annual Financing Rent for the following Financing Year. Commencing on the first day of the Financing Year and continuing on the first day of every month thereafter in such year, Tenant shall pay to Landlord one-twelfth (1/12th) of the estimated Financing Costs. If Landlord thereafter estimates that Financing Rent for such year will vary from Landlord's prior estimate, Landlord may, by notice to Tenant, revise the estimate for such year (and Financing Rent shall thereafter by payable based on revised estimate).
- 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 insect 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.
- Financing Year. The "Financing Year" as used in the Lease shall be the twelve (12) consecutive month period of time starting on July 1st and running through June 30th of the subsequent year.
- 4. <u>Same Terms and Conditions</u>. 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.

- Capitalized Terms. Capitalized terms used in this Third Amendment without definition shall have the same meanings given to such terms in the Lease.
- 6. <u>Ratification and Affirmation</u>. 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: Pet

Title: Presi

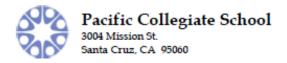
TENANT:

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:

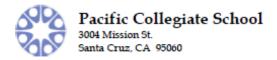
#1000-Certificated Salaries: Reflective of \$164.7 for base raises. #2000-Classified Salaries: Reflective of \$26.5k for base raises.

#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.



Budget Assumptions for: 2020-2021

REVENUE:

#8011-State Aid: Projecting 556 students at a 95.5% attendance rate.

#8012-EPA: Projected at \$106 k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2019-20 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2019-20 rate.

#8560-Other State Revenue/Lottery: Projected at 2019-20 rate. #8792-Special Education Revenue: Projected at 2019-20 rate.

#8674-Other Local Revenue/AFD: Projecting \$775k. #8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$78.5k for base rises. #2000-Classified Salaries: Reflective of \$16.7k for base raises

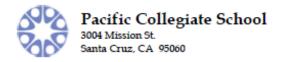
#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 22.7%, 10% increase to medical benefits, CalSTRS employer contribution increase to 18.4%).

#4000-Books and Supplies: Projected on 2019-20 expenses.

#5000-Services and Other Operating Expenditures:

- Increase due to services based on percentage of income received (management fees, county oversight) and increase in liability insurance.
- Anticipated decrease in legal expenses.

#6000-Capital Outlay: Depreciation expense at \$190k.



Budget Assumptions for: 2021-2022

REVENUE:

#8011-State Aid: Projecting 604 students at a 95.5% attendance rate. Student breakdown: Grade 6 = 44; Grades 7-8 = 188; Grades 9-12 = 372.

#8012-EPA: Projected at \$269k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2019-20 rate. #8550-Other State Revenue/Mandated Costs: Projected at 2019-20 rate.

#8560-Other State Revenue/Lottery: Projected at 2019-20 rate.

#8792-Special Education Revenue: Projected at 2019-20 rate.

#8674-Other Local Revenue/AFD: Projecting \$819k due to increase in students.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$83.6k for base rises and \$170.4k for 2.4 FTE additional teacher for 6th grade and \$35.5k for .5 FTE additional academic support.

#2000-Classified Salaries: Reflective of \$16k for base raises and \$22.7k for 0.5 FTE for diversity position and \$22.7k for 0.5 FTE for additional classified support.

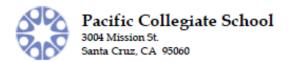
#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increase to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution decrease to 18.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers and addition of \$8,000 in free and reduced lunch student payments and one-time costs to start 6th grade.

#5000-Services and Other Operating Expenditures: Increase due to services based on percentage of income received (management fees, county oversight).

#6000-Capital Outlay: Depreciation expense at \$190k.

* PCS has secured a commitment of private philanthropic funds to cover one-time costs associated with implementation of a 6th grade, pending approval of this request for material revision.



Budget Assumptions for: 2022-2023

REVENUE:

#8011-State Aid: Projecting 604 students at a 95.5% attendance rate. Student breakdown: Grade 6 = 44; Grades 7-8 = 188; Grades 9-12 = 372.

#8012-EPA: Projected at \$269k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2018-19 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2018-19 rate.

#8560-Other State Revenue/Lottery: Projected at 2018-19 rate.

#8792-Special Education Revenue: Projected at 2018-19 rate.

#8674-Other Local Revenue/AFD: Projecting \$819k with increase in number of students.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$92.2k for base raises.

#2000-Classified Salaries: Reflective of \$19.1k for base raises.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution constant at 18.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers.

#5000-Services and Other Operating Expenditures: Increase due to services based on percentage of income received (management fees, county oversight).

#6000-Capital Outlay: Depreciation expense at \$190k.

CHARTER SCHOOL MULTI-YEAR PROJECTION

Charter School Name: Pacific Collegiate School

CDS #: 44-10447-4430252

Charter Approving Entity: Santa Cruz County Office of Education

County: Santa Cruz Charter #: 0210

Report Period:	July 1, 2019 - Ju	ne 30, 2023			
Description	Object Code	Totals for 2019-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	1,618,479	1,797,114	2,173,405	2,338,306
Education Protection Account State Aid - Current Year	8012	104,832	106,196	269,291	269,291
State Ald - 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 2. Federal Revenues		4,857,246	5,037,245	5,576,631	5,741,532
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					l
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
Other Local Revenues					
All Other Local Revenues	LocalRevAO	878,000	878,000	922,000	922,000
Total, Local Revenues		878,000	878,000	922,000	922,000
6. TOTAL REVENUES		6,200,145	6,380,144	6,963,530	7,128,431
B. EXPENDITURES					
Certificated Salaries Certificated Salaries	4400	2 422 224	2 422 244	2 224 225	2 252 445
Certificated Teachers' Salaries	1100	2,420,771	2,492,044	2,771,355	2,853,146
Certificated Pupil Support Salaries Certificated Supervisors' and Administrators' Salaries	1300	424,165	434,138	444,376	454.855
Other Certificated Salaries	1900	424,100	434,130	444,370	454,055
Total, Certificated Salaries	1500	2,844,936	2,926,182	3,215,731	3,308,001
		2,044,030	2,220,102	2,212,121	2,200,001
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100				
Non-certificated Support Salaries	2200				
Non-certificated Supervisors' and Administrators' Sal.	2300				
Clerical and Office Salaries	2400	558,927	575,695	638,364	657,515
Other Non-certificated Salaries	2900	5,000	5,000	5,000	5,000
Total, Non-certificated Salaries		563,927	580,695	643,364	662,515
		Totals for	Totals for	Totals for	Totals for
Description	Object Code	2019-20	2020-21	2021-22	2022-23
3. Employee Benefits					
STRS	3101-3102	478,789	538,418	582,047	598,748
PER8	3201-3202	111,212	130,683	157,037	167,009
OASDI / Medicare / Alternative	3301-3302	84,392	86,853	95,845	98,648
Health and Welfare Benefits	3401-3402	432,000	475,200	522,720	574,992
Unemployment insurance	3501-3502	1,704	1,753	1,930	1,985
Workers' Compensation Insurance	3601-3602	42,952	44,187	48,625	50,028
OPEB, Allocated	3701-3702				
OPEB, Active Employees	3751-3752				
Other Employee Benefits	3901-3902				
Total, Employee Benefits		1,151,049	1,277,094	1,408,204	1,491,410
				l	l
4. Books and Supplies				l	
Total, Books and Supplies		197,680	201,272	288,272	229,480
6. Services and Other Operating Expenditures				l	
Subagreements for Services	5100	72,665	66,210	66,210	66,210

Dues and Memberships	5300	16,845	16,845	16,845	16,845
Insurance	5400	16,000	25,000	25,000	25,000
Operations and Housekeeping Services	5500	94,506	94,506	94,506	94,506
Rentals, Leases, Repairs, and Noncap. Improvements	5600	539,257	539,257	539,257	539,257
Professional/Consulting Services and Operating Expend.	5800	459,941	422,983	465,253	445,128
Communications	5900	36,700	36,700	36,700	36,700
Total, Services and Other Operating Expenditures		1,235,914	1,201,501	1,243,771	1,223,646
 Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis) 					
Land and Improvements of Land	6100-6170				
Buildings and Improvements of Buildings	6200				
Depreciation Expense (for full accrual only)	6900	190,000	190,000	190,000	190,000
Total, Capital Outlay		190,000	190,000	190,000	190,000
7. Other Outgo					
Tultion to Other Schools	7110-7143				
Transfers of Pass-through Revenues to Other LEAs	7211-7213 7221-72238E				
Transfers of Apportionments to Other LEAs - Spec. Ed.					
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO 7281-7299				
All Other Transfers Transfers of Indirect Costs	7300-7399				
Debt Service:	7300-7333				
Interest	7438				
Principal	7439				
Total, Other Outgo	1455	0	0	0	0
Total, Cital Cago		-		-	
8. TOTAL EXPENDITURES		6,183,506	6,376,744	6,989,342	7,105,052
		-1			-,,
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.					
BEFORE OTHER FINANCING SOURCES AND USES (A6-B8)		16,639	3,400	(25,812)	23,379
		Totals for	Totals for	Totals for	Totals for
Description	Object Code	Totals for 2019-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-28
D. OTHER FINANCING SOURCES / USES					
D. OTHER FINANCING SOURCES / USES 1. Other Sources	8930-8979				
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses					
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts	8930-8979 7630-7699				
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses	8930-8979				
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8930-8979 7630-7699	2019-20	2020-21	2021-22	2022-23
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts	8930-8979 7630-7699				
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES	8930-8979 7630-7699	2018-20	2020-21	2021-22	2022-28
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8930-8979 7630-7699	2019-20	2020-21	2021-22	2022-23
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INGREASE (DECREASE) IN FUND BALANCE (C + D4)	8930-8979 7630-7699	2018-20	2020-21	2021-22	2022-28
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES	8930-8979 7630-7699	2018-20	2020-21	2021-22	2022-28
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance	8930-8979 7630-7699 8980-8999	2018-20 0 16,639	0 3,400	0 (25,812)	0 23,379
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance 2. As of July 1	8930-8979 7630-7699 8980-8999	2018-20	2020-21	2021-22	2022-28
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance	8930-8979 7630-7699 8980-8999	2019-20 0 16,639 4,954,470	2020-21 0 3,400 4,971,109	0 (25,812) 4,974,509	2022-23 0 23,379 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance	8930-8979 7630-7699 8980-8999	2019-20 0 16,639 4,954,470	2020-21 0 3,400 4,971,109	0 (25,812) 4,974,509 0 4,974,509	0 23,379 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance	8930-8979 7630-7699 8980-8999	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance	8930-8979 7630-7699 8980-8999	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.)	8930-8979 7630-7699 8980-8999	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance	8930-8979 7630-7699 8980-8999	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable	8930-8979 7630-7699 8980-8999 9791 9793, 9795	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable Revolving Cash	8930-8979 7630-7699 8980-8999 9791 9793, 9795	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance 2. As of July 1 3. Adjustments to Beginning Balance 3. As of July 1 4. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance 3. Nonspendable Revolving Cash Stores	8930-8979 7630-7699 8980-8999 9791 9793, 9795	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable Revolving Cash Stores Prepaid Expenditures	9791 9793, 9795 9711 9712 9713	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable Revolving Cash Stores Prepald Expenditures All Others	8930-8979 7630-7699 8980-8999 9791 9793, 9795 9711 9712 9713 9719	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable Revolving Cash Stores Prepaid Expenditures All Others b. Restricted	9791 9793, 9795 9711 9712 9713 9719 9740 9750	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable Revolving Cash Stores Prepald Expenditures All Others b. Restricted c. Committed	9791 9793, 9795 9711 9712 9713 9719 9740	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable Revolving Cash Stores Prepaid Expenditures All Others b. Restricted c. Committed Stabilization Arrangements	9791 9793, 9795 9711 9712 9713 9719 9740 9750	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjustments to Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable Revolving Cash Stores Prepald Expenditures All Others b. Restricted c. Committed Stabilization Arrangements Other Commitments	9791 9793, 9795 9711 9712 9713 9719 9740 9750	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance 2. As of July 1 1. Adjustments to Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance 3. Nonspendable Revolving Cash Stores Prepaid Expenditures All Others D. Restricted C. Committed Stabilization Arrangements Other Commitments d. Assigned	9791 9793, 9795 9711 9712 9713 9719 9740 9750	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjusted Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable Revolving Cash Stores Prepald Expenditures All Others b. Restricted c. Committed Stabilization Arrangements Other Commitments d. Assigned Other Assignments e. Unassigned/Unappropriated Reserve for Economic Uncertainties	9791 9791 9793, 9795 9791 9793, 9795 9711 9712 9713 9719 9740 9750 9760 9780	2019-20 0 16,639 4,954,470 0 4,954,470 4,971,109	2020-21 0 3,400 4,971,109 0 4,971,109 4,974,509	0 (25,812) 4,974,509 0 4,974,509 4,948,697	2022-23 0 23,379 4,948,697 0 4,948,697 4,972,076
D. OTHER FINANCING SOURCES / USES 1. Other Sources 2. Less: Other Uses 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) 4. TOTAL OTHER FINANCING SOURCES / USES E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) F. FUND BALANCE, RESERVES 1. Beginning Fund Balance a. As of July 1 b. Adjustments to Beginning Balance c. Adjustments to Beginning Balance 2. Ending Fund Balance, June 30 (E + F.1.c.) Components of Ending Fund Balance a. Nonspendable Revolving Cash Stores Prepaid Expenditures All Others b. Restricted c. Committed Stabilization Arrangements Other Commitments d. Assigned Other Assignments e. Unassigned/Unappropriated	9791 9791 9793, 9795 9711 9712 9713 9719 9740 9750 9760	2018-20 0 16,639 4,954,470 0 4,954,470	2020-21 0 3,400 4,971,109 0 4,971,109	0 (25,812) 4,974,509 0 4,974,509	2022-23 0 23,379 4,948,697 0 4,948,697

PCG has secured a commitment of private shillanthropic funds to cover one-time costs secciated with implementation of a 6th grade, sending approval of this request for material revision.

Draft as of 4/12/2020

LCFF per student: \$ 8,214 \$ 8,446 \$ 8,446

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	Year 1			
		26		44
		1 class		2 classes
For 21-22, estimate of \$8,214 per ADA	Assumptions	26 students	Assumptions	44 students
		95.5% ADA		95.5% ADA
		22.92		42.02
REVENUES:				
LCFF		188,265		345,152
	\$1,000 per		\$1,000 per	
AFD	student	26,000	student	44,000
Total Revenues		214,265		389,152
EXPENSES:				
Certificated Teachers				
Average salary	71,382		71,382	
FTE	1.7	121,350	2.9	207,009
Retirement/Taxes	22%	26,697	22%	45,542
Insurance - Health, LTD, STD, etc.	20%	24,270	20%	41,402
Total		172,317		293,953
Classified Employee				
FTE	0.5	22,699	0.5	22,699
Retirement/Taxes	22%	4,994	22%	4,994
Insurance - Health, LTD, STD, etc.	20%	4,540	20%	4,540
Total		32,233		32,233
	\$325 per		\$325 per	
Supplies	student	8,450	student	14,300
Increase in COE Fee	1.00%	1,883	1.00%	3,452
Increase in Charter Impact fee	1.35%	2,542	1.35%	4,660
Total Annual Expenses		217,424		348,597
Income/(Loss)		(3,159)		40,556

	Yea	ır 2	
	26		44
	1 class		2 classes
Assumptions	26 students	Assumptions	44 students
	95.5% ADA		95.5% ADA
	22.92		42.02
	193,582		354,901
\$1,000 per		\$1,000 per	
student	26,000	student	44,000
	219,582		398,901
74,238		74,238	
4% raise	126,204	4% raise	215,290
23%	29,027	23%	49,517
21%	26,503	21%	45,211
	181,734		310,017
4% raise	23,607	4% raise	23,607
23%	5,430	23%	5,430
21%	4,957	21%	4,957
	33,994		33,994
\$335 per		\$335 per	
student	8,710	student	14,740
1.00%	1,936	1.00%	3,549
1.35%	2,613	1.35%	4,791
	228,987		367,091
	(9,405)		31,810

	Year 3				
	26	II 3	44		
	1 class		2 classes		
Assumptions	26 students	Assumptions	44 students		
	95.5% ADA		95.5% ADA		
	22.92		42.02		
	193,582		354,901		
\$1,000 per		\$1,000 per			
student	26,000	student	44,000		
	219,582		398,901		
77,207		77,207			
4% raise	131,252	4% raise	223,901		
24%	31,501	24%	53,736		
22%	28,876	22%	49,258		
	191,628		326,896		
4% raise	24,551	4% raise	24,551		
24%	5,892	24%	5,892		
22%	5,401	22%	5,401		
	35,845		35,845		
\$345 per		\$345 per			
student	8,970	student	15,180		
1.00%	1,936	1.00%	3,549		
1.35%	2,613	1.35%	4,791		
	240,993		386,261		
	(21,410)		12,640		

Start-up Costs 2020-21

Student Assumptions					
Nber of					
students	26		44		
Assumptions	24 students	Assumptions	40 students		
	95.5% ADA		95.5% ADA		
	22.92		42.02		

One Time Student Related Expenses					1
PESpace		24,000		24,000	Estimate, see be
	\$110 per		\$110 per		
	student for 5		student for 5		
Books	classes	14,300	classes	24,200	
	\$325/		\$325/		
Chromebooks	Chromebook	8,450	Chromebook	14,300	
	Chromebook		Chromebook		
	Carts - \$2,200	2,200	Carts - \$2,200	4,400	
	Desks/Chairs -		Desks/Chairs		
Furniture	\$300	7,800	\$300	13,200	
Teacher Desk		880		1,760	
Total		57,630	•	81,860	1

Total 1-time Expenses		155.095		276.78
Total		97,465		194,92
Insurance - Health, LTD, STD, etc.	20%	13,727	20%	27,4
Retirement/Taxes	22%	15,100	22%	30,2
Nber Months Employment	10		10	
FTE	1 FTE	68,637	2 FTE	137,27
Average salary for 20-21	68,637		68,637	
Certificated Teachers:				
EXPENSES:				
Teacher hired during prior school Year	(can be prorated)			

The space chosen to be modified to hold PE instruction at PCS is approx 1800 sq.ft. The space can comfortably accommodate a 6th grade section of 20-25 students. The space would also be used by older PCS students during brain breaks and lunch breaks throughout the day. Therefore, the characteristics chosen for the space will be versatile, easy to maintain, and will not require re-conditioning on a yearly basis.

Analyzing the alternatives that could offer such characteristics, the school has met with several contractors who specialize in installing sports/play surfaces in order to understand the viability of using the area in question for this specific purpose, and to analyze the potential costs and investment required. During our conversations with different contractors, the school focused on 2 main options. Artificial grass and artificial grass is a less-expensive alternative to artificial grass has a less-expensive alternative to artificial grass has a less-expensive and propriet activities like competitive football or soccer. Artificial grass has a less-expensive alternative to artificial grass has a less-expensive alternative to artificial grass has a less-expensive and in the expectancy of ten to fifteen years in the application being considered at PCS, and will meet the environmental standards mandated by the City relating to permeability. Artificial Turf is a more expensive option, but would offer additional durability, a longer life-span and some added cushioring for more stenuous activities. Considering the type of activities to be performed by the 6th Graders in the course of our PE Curriculum, both the contractors we met with and the administration has concluded that Artificial Grass will be the most suitable option. Given the limited size of the space, PCS 6th Grade PE would not include extended sports but rather infensive in-place exercising.

The anticipated costs of such a project would include both the costs associated with the installation of the artificial grass, and the costs associated with preparing the sight for the installation. We were unable to find any one contractor that had the ability to complete the entire task based solely on how the sight is currently configured, and how it was originally prepad several years ago for the installation of paving stones. The costs vary with the amount of work to be divided between the two contractors, but the final analysis places the cost at approximately \$24,000_Attached are two bids by one of the contractors we met with. The difference between the two bids is based solely on the amount of prep work to be completed by that specific contractor. The difference between the bids and our final analysis is based on the costs associated with the prep work that will need to be completed by a secondary contractor.

Appendix O: PCS Board of Directors Committee Charters	



Executive Committee Charter

Authority

1. The Committee is a committee of the Board established under the Bylaws.

Membership

- Only Officers may serve on the Committee as described in the Bylaws, but any Board member may attend meetings. Pursuant to the Bylaws, the Committee will include the following Officers: President, the Vice President, the Secretary, and the Treasurer, so long as each is also a Director, and appointment is for a one-year term.
- The President will serve as Chair of the Committee.

Operations

- The Committee will meet with such frequency as it may determine. The Chair of the Committee will preside over Committee meetings. A majority of Committee members will constitute a quorum. Committee approvals will also require a vote of a majority of the entire membership of the Committee members and not just those present at a meeting.
- The Committee will report its activities to the Board on a regular basis and will keep minutes of its meetings.
- The Committee may invite any director, officer, employee, outside advisor, or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have

- voting power and will not be held out as Committee members.
- The Committee will review this charter periodically and recommend any proposed changes to the Board for review.
- The Committee will comply in all respects with the requirements of the Brown Act and other applicable laws relating to Board committees.

Responsibilities

- Act with full authority of the Board between Board meetings, subject to statutory and Board-imposed limitations on Committee action, including the PCS bylaws.
- Monitor and conduct an annual review of the Head of School's performance and make recommendations to the Board regarding the Head of School's performance goals for the subsequent year.
- Obtain and evaluate relevant compensation information and make a recommendation to the Board regarding the Head of School's compensation (including all benefits).
- Provide a sounding board to the Head of School and serve as a source of ready advice on operating and personnel matters.
- Review periodically and make recommendations to the Board regarding the size, structure, charters, processes and practices of the Board and Board committees.

Statutory limitations on committee authority: The Board may amend this charter at any time. Because of statutory limitations, however, the Board may not authorize the Committee, and the Committee may not: fill vacancies on the Board or on any committee with Board authority; designate or remove from office any directors, or lengthen the term of any director; fix compensation of the directors; amend, repeal, or adopt provisions of the bylaws or articles of incorporation; amend or repeal any Board resolution that is, by its own express terms, not so amendable or repealable; create Board committees or appoint members of Board committees; authorize indemnification for any agent of PCS; expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected; authorize the merger of PCS, or the lease or transfer of substantially all of PCS's assets; authorize or revoke the decision to wind up and dissolve PCS; or approve a self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

PCS Board Composition and Nomination Policy

1. Purpose

This Board Composition and Nomination Policy provides guidance about composition goals and processes for appointing new directors to the PCS Board on an annual basis. Nothing in this Policy shall condition or limit the ability of the Board to appoint new directors at any time pursuant to the PCS bylaws. All Board members are expected to demonstrate a commitment to the mission and vision of the school, including as related to diversity, equity and inclusion goals, as reflected in the PCS Charter.

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2. Composition

2.1 Dedication to the PCS mission and vision

Candidates for the Board should be dedicated to providing equitable access to exemplary, standards-based education to students across Santa Cruz County. Current involvement with PCS is encouraged, but not a prerequisite for consideration

.....

2.2 Diversity

The PCS Board aspires to reflect the diversity of Santa Cruz County in multiple respects, including demography, socioeconomic status, race, ethnicity, culture, religion, gender identity, sexual orientation, and ability.

2.3 Skills & Expertise

Each year, the Board considers the skill sets and expertise needed to support the school at the Board level. Examples of such functional expertise could include law, finance, technology, community outreach, and communications. We look for individuals with commitment to diversity, equity and inclusion, proven leadership, management ability, and community presence.

2.4 Admissions Preferences

Given the significant time commitment required for the role and prominent role board members must assume in the PCS community, Directors receive a lottery admissions preference as outlined in the PCS Charter.

.....

3. Nomination Process

3.1 Formation of the Committee

At the beginning of each year's nominations cycle, or as needed to fill vacancies as they arise, the Board will form an Ad Hoc Advisory Committee on nominations (the "Committee"). The Committee will operate as follows:

- **Membership**. The Committee will consist only of Directors and function as an Ad Hoc Advisory group to the Board. The Vice President will serve as chair of the Committee. The President, in consultation with the Vice President, will appoint other Directors to serve on the Committee, provided that the Committee will have fewer members than would constitute a quorum of the Board. The President, also in consultation with the Vice President, may fill vacancies on the Committee and may remove a member from the Committee at any time, with or without cause.
- **Meetings**. The Committee will meet with such frequency as it may determine. The chair of the Committee will preside over meetings. A majority of Committee members will constitute a quorum. Committee recommendations will require a vote of a majority of the Committee members present at a meeting at which a quorum is present.
- Reporting. The Committee will report its activities to the Board.



Finance Committee Charter

Authority

 The Committee is a Standing Advisory Committee as established by the Board.

Membership

- Directors and non-directors may serve on the Committee. The Committee shall at all times include the Treasurer, so long as such person is also a director. The Board may appoint other members of the Committee, each to serve for two-year terms. Appointment to the Committee requires a majority vote of the directors then in office.
- The Board may fill vacancies on the Committee. The Board may remove a Committee member from the Committee at any time, with or without cause.
- The Treasurer will serve as Chair of the committee, so long as such person is also a director.

Operations

1. The Committee will meet with such frequency as it may determine, but not less than quarterly. The Chair of the Committee will preside over Committee meetings. A majority of Committee members will constitute a quorum. Committee approvals will require a vote of a majority of the Committee members present at a meeting at which a quorum is present. However, the Committee is not authorized to take action on behalf of the Board and must bring all financial items for approval to the Board.

- The Committee will report its activities to the Board on a regular basis and will keep minutes of its meetings.
- The Committee may invite any director, officer, employee, outside advisor, or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have voting power and will not be held out as Committee members.
- The Committee will review this charter periodically and recommend any proposed changes to the Board for review.
- The Committee will comply in all respects with the requirements of the Brown Act and other applicable laws relating to Board committees, including the advance posting of agendas, and the record and retention of meeting minutes.
- The Committee will post agendas and minutes consistent with the Brown Act for transparency purposes.

Responsibilities

- Review and make recommendations to the Board regarding PCS's annual budget, including the process used in developing the budget.
- Review regularly the financial performance of PCS against budget, PCS's liquidity position and its compliance with any applicable financial covenants.
- Lead Board review of PCS's strategy for long-term financial sustainability.

Statutory limitations on committee authority: The Board may amend this charter at any time. Because of statutory limitations, however, the Board may not authorize the Committee, and the Committee may not: fill vacancies on the Board or on any committee with Board authority; designate or remove from office any directors, or lengthen the term of any director; fix compensation of the directors; amend, repeal, or adopt provisions of the bylaws or articles of incorporation; amend or repeal any Board resolution that is, by its own express terms, not so amendable or repealable; create Board committees or appoint members of Board committees; authorize indemnification for any agent of PCS; expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected; authorize the merger of PCS, or the lease or transfer of substantially all of PCS's assets; authorize or revoke the decision to wind up and dissolve PCS; or approve a self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

Appendix P: PCS	Employee Retirem	nent Systems

DCS Employee Desition	Retirement
PCS Employee Position	System
Administrative Assistant	PERS
Athletic Director	PERS
College Counselor	PERS
Custodian 1	PERS
Development Coordinator	PERS
Development Director	PERS
Receptionist/Attendance Specialist	PERS
Registrar	PERS
Senior Accounting and Budgeting Analyst	PERS
Senior Business Administrator	PERS
Study Hall Monitor/Community Service Coordinator	PERS
Academic Support Specialist	STRS
Education Technology Specialist	STRS
ELD Coordinator/EL Instructional Assistant	STRS
English Teacher (7)	STRS
Faculty Dean	STRS
Head of School	STRS
History Teacher (6)	STRS
Math Teacher (7)	STRS
Science Teacher (6)	STRS
Special Education Director/School Psychologist	STRS
Special Education Teacher	STRS
Speech Therapist	STRS
Study Skills & Technology Teacher	STRS
VAPA Teacher (7)	STRS
Vice Principal/Dean of Students	STRS
World Languages Teacher (6)	STRS
Food Service Coordinator	N/A



Job Title: 6th Grade Teacher

Department:	Pacific Collegiate School (PCS) Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	190 day per year work calendar
		FLSA:	Exempt

General Summary

The 6th Grade Teacher will report to the Head of School, and be primarily responsible for the development and delivery of the instructional program for a self-contained class of 22-26 students.

Responsibilities and Essential Job Accountabilities:

Under the direction of the Head of School, the 6th grade teacher is responsible for developing curriculum and assessments for the 6th grade program, and providing instruction to develop students' skills and proficiency in academic standards.

Education

- Bachelor's Degree
- Valid Multiple Subject California Teaching Credential
- Meet all state and federal guidelines /requirements

Work Experience

• Past experience teaching at upper elementary level and/or working with young adolescents.

Knowledge and Skills

- Ability to speak, read, and write in English fluently in a professional setting. Bilingual/multilingual skills preferred.
- Ability to establish and maintain effective relationships with students, peers, parents; and administration. Demonstrate effective verbal and written communication skills, and ability to effectively collaborate with a variety of colleagues.
- Ability to apply knowledge of current research and theory to instructional program; ability to plan
 and implement innovative lessons based on CCSS, departmental and school objectives and the
 individual needs and abilities of students. Experience using culturally relevant pedagogy to engage
 diverse learners.
- Ability to effectively teach reading, writing, and literacy skills to a wide variety of students. Expertise
 in differentiating English Language Arts instruction to the unique needs of students of varying initial
 skill levels.
- Familiarity with world geography and history of human civilizations. Experience integrating ELA and history instruction preferred.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.

- Ability to work with fundamental mathematical concepts such as mean, mode and median, simple
 plane geometry e.g. area, perimeter, shapes. Ability to apply concepts such as fractions,
 percentages, ratios, and proportions to practical situations.
- Familiarity with Earth Science and teaching scientific methodology to students using NGSS phenomena-based inquiry learning methods. Experience integrating math and science instruction preferred.
- Ability to effectively support English Learners, and to provide integrated English Language Development in various content areas.
- Familiarity with basic computer operation and software including the sending and receiving of email. Ability to learn various computer operations required for the management of student information and integration of technology in classroom instruction.
- Ability to establish positive rapport, with students, engage students in a variety of learning activities, and effectively manage student behavior.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

With or without the use of aids:

- 1. Sufficient vision to read print.
- 2. Sufficient distance vision, peripheral vision, and the ability to focus.
- 3. Sufficient depth perception.
- 4. Sufficient color acuity.
- 5. Sufficient hearing to hear verbal directions.
- 6. Sufficient hearing to hear normal conversation in person and on the telephone.
- 7. Ability to speak in a voice that can be clearly heard and understood on the telephone and in face-to-face conversations and in classroom settings.
- 8. Ability to reach horizontally and vertically with arms.
- 9. Sufficient dexterity to manipulate small objects and print or write legibly.
- 10. Sufficient physical ability, strength, mobility, stamina to climb, bend, stretch, stand, kneel, walk, stoop, extend legs, and stamina to lift, carry, push or pull objects, which weigh 20 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually moderate.

^{*}This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Mee	ng Date: May 21, 2020 Action X Information	า			
ГО:	Santa Cruz County Board of Education				
FROM:	Dr. Faris Sabbah, County Superintendent of Schools				
SUBJECT:	Public Hearing regarding Conversion of Cypress Charter High School into a Alternative Education Community School				

BACKGROUND

The Board shall hold a public hearing to consider the level of support for the conversion of Cypress Charter High School into an alternative education community school by teachers employed by the school district, other employees of the school district, parents, and members of the public. The Board will consider approval or denial of the request to convert Cypress Charter High School into a community school at the regular June meeting of the Santa Cruz County Board of Education.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Conduct the public hearing.

Board Meeting Date: May 21, 2020 Agenda Item: #7.5

Cypress Charter High School: Conversion to COE Alt Ed School

Presentation to the Santa Cruz County Board of Education May 21, 2020



Timeline for Transition

- Approval of Resolution #20-06 at April Board Meeting
- Public Hearing at May Board Meeting
- Final Decision at June Board Meeting
- School closes on June 30 and reopens on July 1



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Reasons for Transition

- Needed for Sustainability of the school
- Financial Deficit of over \$500,000 in Year 1
- More flexibility as part of our Community School Family



Actions Taken

- All Staff, Parents/Guardians and Students Notified
- All Student Records Retained
- SELPA Notified
- CDE Notified of Change of Status (will follow up again after final decision in June)
- CEQA Filed with the CDE
- Business Department working on requirements (retirement system, financial audit. etc.)
- · Attorney has been consulted



4

Next Steps

- WASC Virtual visit will continue as planned.
- Graduation requirements will continue to be the same.
- The mission and vision of the school will continue. The transition will be seamless for students and staff.
- Consultation with Megan Tresham, Johnny Rice, John Armstrong and Debi Bodenheimer on 5/7/20 to confirm action plans items.



5

Welcome Cypress High School

We are looking forward to having a new Alternative Education School as part of our County Office educational options.





SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Mee	ting Date:	May 21, 2020	Action	X Info	ormation
TO:	Santa Cruz	z County Board of Educ	eation		
FROM:	Dr. Faris Sabbah, County Superintendent of Schools				
SUBJECT:	COVID-19	Update			

BACKGROUND

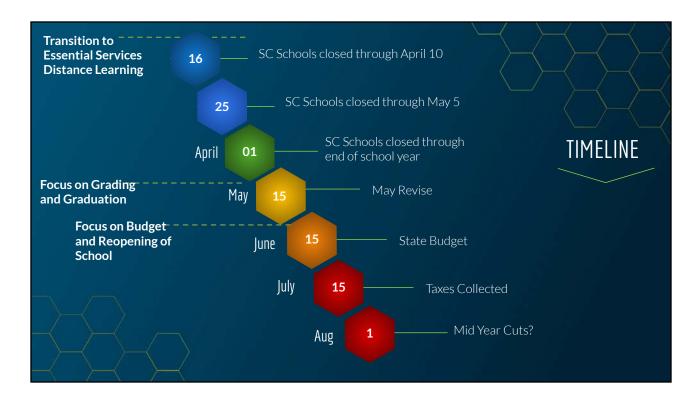
Santa Cruz County Office of Education has been working in collaboration with the Santa Cruz County Health Services agency and school districts to prepare for and respond to the outbreak of COVID-19 in our community. The Board will receive an update on the ways in which the Santa Cruz County Office of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

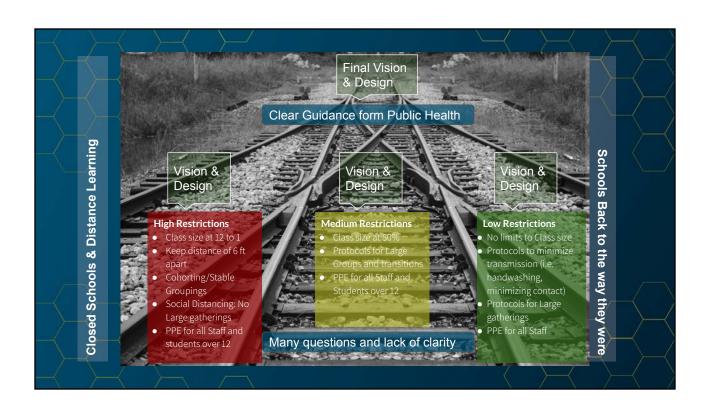
SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive presentation.

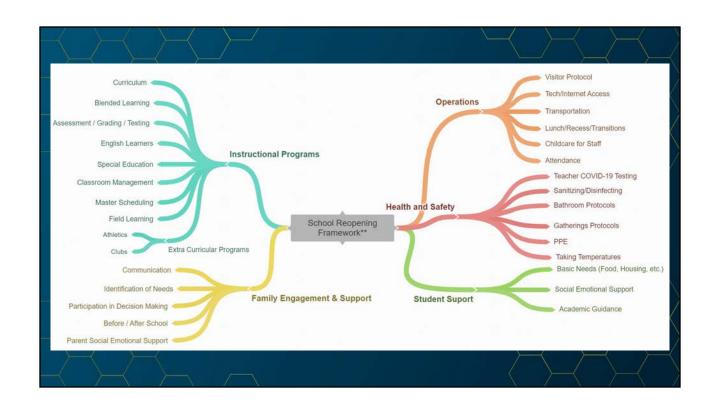
Board Meeting Date: May 21, 2020 Agenda Item: #7.6











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_ Categories	Subcategories	Description	Tech/ Data	Staffing/ HR / Bargaining Unit	PD/ Training	Communication / Stakeholder Input	Policy/ Governance/Sta te Advocacy	Finances
Operations	Transportation Lunch Services Cleaning/Disinfecting							
Health and Safety	PPE Teacher COVID-19 Testing Gatherings Protocols							
Instruction	Blended Learning Assessment/Grading Master Schedule Before/After School Special Education Field Learning							
Student Support	Social-Emotional Support Basic Needs / Food Insecurity							
Family Engagement	Registration Needs assessment							
) }					\rightarrow	\Rightarrow	$ \rightarrow $

Timeline

- May revise released May 14
- Districts submit budget based on May Revise
- June 15 CA Constitution Deadline for State Budget
- July 15, Taxes Due
- August Potential Mid Year Cuts

Financial Implications

- May revise requires a 10% reduction to LCFF allocations (with COLA = 7.7%)
- This will represent a \$1.8 Million reduction to COE Funding
- Salaries and Benefit increases represent \$900,000 in additional costs
- Approval of HEROES Act could mitigate reductions
- Steps to be taken to address anticipated reductions





SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date:		May 21, 2020		Action	X	Information	
				-		•	
ГО:	Santa Cruz	County Board of Edi	ucation				

FROM: Mary Hart, Deputy Superintendent, Business Services

SUBJECT: Labor Negotiations - "Sunshine" the County Superintendent of Schools

2020-2021 Initial Negotiations Proposal to the Classified Employees

Bargaining Unit (CSEA)

BACKGROUND

The designated representative of the County Superintendent of Schools will sunshine the Superintendent's 2020-2021 initial negotiations proposal to the Classified Employees Bargaining Unit, CSEA.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive presentation.



BOARD OF EDUCATION

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

Mr. Bruce Van Allen

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

May 5, 2020

To: Santa Cruz County Office of Education Board of Trustees

From: John Armstrong, Director

Re: Negotiations Sunshine with CSEA

Dear Trustees of the Santa Cruz County Board of Education,

This is to inform the Board of Education that the Santa Cruz County Office of Education (SCCOE) intends to open negotiations with the California School Employees Association, Chapter #484 (CSEA) regarding the collective bargaining agreement for fiscal year 2020-2021.

The Rodda Act requires parties negotiating a collective bargaining agreement to give public notice of their proposals at a public meeting. By "sunshining" proposals in this fashion, the SCCOE is announcing their intent to negotiate.

The SCCOE Proposal is attached.

The public is invited to comment on the SCCOE proposals at this public hearing.

INITIAL PROPOSAL FROM SANTA CRUZ COUNTY OFFICE OF EDUCATION

TO

CSEA Chapter 484

ARTICLE 11 - Pay and Allowance

The Santa Cruz County Office of Education proposes making changes to the language related to compensation in order to promote a competitive salary, and to balance this effort with maintaining fiscal solvency.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Mee	ting Date:	May 21, 2020	Action	X Information		
TO:	Santa Cruz	County Board of Educa	ation			
FROM:	Rebecca Olker, Senior Director, Fiscal Services					
SUBJECT:	Actuarial Study of Retiree Health Liabilities					

BACKGROUND

The Board will receive a report of the Actuarial Study of Retiree Health Benefits, as is required every two years in compliance with GASB43/45.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive presentation.

Board Meeting Date: May 21, 2020 Agenda Item: #7.8

Santa Cruz County Office of Education Actuarial Study of Retiree Health Liabilities Under GASB 74/75 Valuation Date: June 30, 2019 Measurement Date: June 30, 2019

> Prepared by: Total Compensation Systems, Inc.

> > Date: April 15, 2020

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Santa Cruz County Office of Education Actuarial Study of Retiree Health Liabilities

PART I: EXECUTIVE SUMMARY

A. Introduction

Santa Cruz County Office of Education engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of June 30, 2019 (the measurement date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2020. If the report will first be used for a different fiscal year, the numbers may need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under applicable Governmental Accounting Standards Board (GASB) Standards.

This actuarial study is intended to serve the following purposes:

- To provide information to enable Santa Cruz COE to manage the costs and liabilities associated with its retiree health benefits.
- To provide information to enable Santa Cruz COE to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- To provide information needed to comply with Governmental Accounting Standards Board Accounting Standards 74 and 75 related to "other postemployment benefits" (OPEB's).

Because this report was prepared in compliance with GASB 74 and 75, Santa Cruz COE should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 74 and 75 compliance.

This actuarial report includes several estimates for Santa Cruz COE's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Santa Cruz COE in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated Management, Certificated, Classified, Classified Management and Confidential. We estimated the following:

- the total liability created. (The actuarial present value of projected benefit payments or APVPBP)
- > ten years of projected benefit payments.
- the "total OPEB liability (TOL)." (The TOL is the portion of the APVPBP attributable to employees' service prior to the measurement date.)

Total Compensation Systems, Inc.

- the "net OPEB liability" (NOL). For plans funded through a trust, this represents the unfunded portion of the liability.
- the service cost (SC). This is the value of OPEB benefits earned for one year of service.
- deferred inflows and outflows of resources attributable to the OPEB plan.
- "OPEB expense." This is the amount recognized in accrual basis financial statements as the current period expense in addition to contributions. The OPEB expense includes service cost, interest and certain changes in the OPEB liability, adjusted to reflect deferred inflows and outflows.
- Amounts to support financial statement Note Disclosures and Required Supplementary Information (RSI) schedules.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the accuracy assumptions used. Service costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

B. General Findings

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning July 1, 2019 to be \$858,977 (see Section IV.A.). The "pay-as-you-go" cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning July 1, 2019 (the service cost) is \$473,644. This service cost would increase each year based on covered payroll. Had Santa Cruz COE begun accruing retiree health benefits when each current employee and retiree was hired, a liability would have accumulated. We estimate the amount that would have accumulated to be \$9,736,281. This amount is called the "Total OPEB Liability" (TOL). Santa Cruz COE has set aside funds to cover retiree health liabilities in a GASB 75 qualifying trust. The Fiduciary Net Position of this trust at June 30, 2019 was \$9,059,660. This leaves a Net OPEB Liability (NOL) of \$676,621.

Based on the information we were provided, the OPEB Expense for the fiscal year ending June 30, 2020 is \$489,277.

We based all of the above estimates on participants as of June, 2019. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

C. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

	Certificated	Classified*	Management
Benefit types provided	Medical, dental and vision	Medical and dental	Medical, dental and vision
Duration of Benefits	1 year of benefits per 2 years of service, but not beyond age 65	1 year of benefits per 2 years of service, but not beyond age 65***	1 year of benefits per 2 years of service, but not beyond age 65***
Required Service		10 years	10 years
Minimum Age	55	55	50 for PERS, 55 for STRS
Dependent Coverage	Yes	No**	Yes
District Contribution %	100%	100%	100%
District Cap	Capped at HMO Rate	Capped at HMO rate at retirement**	Capped at HMO Rate

^{*}including Confidential

D. Recommendations

It is outside the scope of this report to make specific recommendations of actions Santa Cruz COE should take to manage the liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the County Office to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Santa Cruz COE's practices, it is possible that Santa Cruz COE is already complying with some or all of our recommendations.

- We recommend that Santa Cruz COE maintain an inventory of all benefits and services provided to retirees whether contractually or not and whether retiree-paid or not. For each, Santa Cruz COE should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Santa Cruz COE should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 *even on a retiree-pay-all basis* all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Santa Cruz COE should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Santa Cruz COE should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for County Office-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Santa Cruz COE's retiree health program. Further studies may be desired to validate any assumptions where

^{**}Hired prior to 7/1/99, dependent coverage, not limited to HMO

^{***}Not limited to age 65 if hired prior to 7/1/99. Management hired before 7/1/99 receive lifetime coverage

there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Santa Cruz COE should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Santa Cruz COE to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

E. Certification

The actuarial information in this report is intended solely to assist Santa Cruz COE in complying with Governmental Accounting Standards Board Accounting Statements 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Santa Cruz COE. Release of this report may be subject to provisions of the Agreement between Santa Cruz COE and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2019 to June 30, 2020, using a measurement date of June 30, 2019. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Santa Cruz COE. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. Information we relied on is listed in Appendix A.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations.

This report contains estimates of the Plan's financial condition only as of a single date. It cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Santa Cruz COE and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all

applicable Actuarial Standards of Practice. My experience and continuing education are consistent with the requirements described for actuaries under the Qualification Standards of the American Academy of Actuaries.

Respectfully submitted,

Geoffrey L. Kischuk

Actuary

Total Compensation Systems, Inc.

(805) 496-1700

PART II: BACKGROUND

A. Summary

Accounting principles provide that the cost of retiree benefits should be "accrued" over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an "implicit rate subsidy").

B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an "actuarial cost method."

The actuarial cost method mandated by GASB 75 is the "entry age actuarial cost method". Under this method, there are two components of actuarial cost – a "service cost" (SC) and the "Total OPEB Liability" (TOL). GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. Under the entry age actuarial cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the service cost. Under GASB 75, the service cost is calculated to be a level percentage of each employee's projected pay.

The service cost is determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The "trend" rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A "cap" on County Office contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- Mortality rates varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- **Employment termination rates** have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- Retirement rates determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The *discount rate* estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the real rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The total OPEB liability (TOL) can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses can be deferred five years
- Experience gains and losses can be deferred over the expected average remaining service lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Santa Cruz COE. We then selected assumptions for the factors discussed in the above Section that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate factors based on the participant's age, sex, length of service, and employee classification.

We summarized actuarial assumptions used for this study in Appendix C.

B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Santa Cruz COE uses contribution caps, the influence of the trend factor is further reduced. We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We discounted the expected cost for each year to the measurement date June 30, 2019 at 7% interest. Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the actuarial present value of projected benefit payments (APVPBP) for each participant to get the total APVPBP for all participants. The APVPBP is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2019 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age.

Actuarial Present Value of Projected Benefit Payments at June 30, 2019

	Certificated			-	Classified	
	Total	Management	Certificated	Classified	Management	Confidential
Active: Pre-65	\$7,219,663	\$637,258	\$2,575,467	\$3,423,924	\$473,847	\$109,167
Post-65	\$792,180	\$0	\$0	\$318,193	\$427,522	\$46,465
Subtotal	\$8,011,843	\$637,258	\$2,575,467	\$3,742,117	\$901,369	\$155,632
Retiree: Pre-65	\$1,276,180	\$144,849	\$159,396	\$462,300	\$490,821	\$18,814
Post-65	\$4,099,372	\$1,149,361	\$0	\$1,231,531	\$1,144,473	\$574,007
Subtotal	\$5,375,552	\$1,294,210	\$159,396	\$1,693,831	\$1,635,294	\$592,821
Grand Total	\$13,387,395	\$1,931,468	\$2,734,863	\$5,435,948	\$2,536,663	\$748,453
Subtotal Pre-65	\$8,495,843	\$782,107	\$2,734,863	\$3,886,224	\$964,668	\$127,981
Subtotal Post-65	\$4,891,552	\$1,149,361	\$0	\$1,549,724	\$1,571,995	\$620,472

The APVPBP should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVPBP is used to develop expense and liability figures. To do so, the APVPBP is divided into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability).

The past service and future service liabilities are each accrued in a different way. We will start with the future service liability which is funded by the service cost.

C. Cost to Prefund Retiree Benefits

1. Service Cost

The average hire age for eligible employees is 36. To accrue the liability by retirement, the County Office would accrue the retiree liability over a period of about 25 years (assuming an average retirement age of 61). We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

Service Cost Year Beginning July 1, 2019

		Certificated		Classified		
	Total	Management	Certificated	Classified	Management	Confidential
# of Employees	239	19	62	142	13	3
Per Capita Service Cost						
Pre-65 Benefit	N/A	\$2,268	\$2,758	\$1,543	\$2,575	\$2,325
Post-65 Benefit	N/A	\$0	\$0	\$0	\$0	\$0
First Year Service Cost						
Pre-65 Benefit	\$473,644	\$43,092	\$170,996	\$219,106	\$33,475	\$6,975
Post-65 Benefit	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$473,644	\$43,092	\$170,996	\$219,106	\$33,475	\$6,975

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. This service cost would increase each year based on covered payroll.

2. Total OPEB Liability (TOL) and Net OPEB Liability (NOL)

If actuarial assumptions are borne out by experience, the County Office will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables.

Total OPEB Liability (TOL) and Net OPEB Liability (NOL) as of June 30, 2019

		Certificated			Classified	
	Total	Management	Certificated	Classified	Management	Confidential
Active: Pre-65	\$3,568,549	\$282,707	\$1,139,541	\$1,768,639	\$292,577	\$85,085
Active: Post-65	\$792,180	\$0	\$0	\$318,193	\$427,522	\$46,465
Subtotal	\$4,360,729	\$282,707	\$1,139,541	\$2,086,832	\$720,099	\$131,550
Retiree: Pre-65	\$1,276,180	\$144,849	\$159,396	\$462,300	\$490,821	\$18,814
Retiree: Post-65	\$4,099,372	\$1,149,361	\$0	\$1,231,531	\$1,144,473	\$574,007
Subtotal	\$5,375,552	\$1,294,210	\$159,396	\$1,693,831	\$1,635,294	\$592,821
Subtotal: Pre-65	\$4,844,729	\$427,556	\$1,298,937	\$2,230,939	\$783,398	\$103,899
Subtotal: Post-65	\$4,891,552	\$1,149,361	\$0	\$1,549,724	\$1,571,995	\$620,472
Total OPEB Liability (TOL)	\$9,736,281	\$1,576,917	\$1,298,937	\$3,780,663	\$2,355,393	\$724,371
Fiduciary Net Position as of June 30, 2019 Net OPEB Liability (NOL)	\$9,059,660 \$676,621	:				

The following table shows the reconciliation of the June 30, 2018 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2019 NOL.

	TOL	FNP	NOL
Balance at June 30, 2018	\$7,944,716	\$8,396,296	(\$451,580)
Service Cost	\$403,067	\$0	\$403,067
Interest on Total OPEB Liability	\$550,815	\$0	\$550,815
Expected Investment Income	\$0	\$591,175	(\$591,175)
Administrative Expenses	\$0	(\$1,874)	\$1,874
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$764,019	(\$764,019)
Employer Contributions as Benefit Payments	\$0	\$109,099	(\$109,099)
Benefit Payments from Trust	(\$664,019)	(\$664,019)	\$0
Expected Benefit Payments from Employer	(\$109,099)	(\$109,099)	\$0
Expected Minus Actual Benefit Payments*	\$218,198	\$0	\$218,198
Expected Balance at June 30, 2019	\$8,343,678	\$9,085,597	(\$741,919)
Experience (Gains)/Losses	\$1,392,603	\$0	\$1,392,603
Changes in Assumptions	\$0	\$0	\$0
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	(\$25,937)	\$25,937
Other	\$0	\$0	\$0
Net Change during 2018-19	\$1,791,565	\$663,364	\$1,128,201
Actual Balance at June 30, 2019**	\$9,736,281	\$9,059,660	\$676,621

^{*} Deferrable as an Experience Gain or Loss.

^{**} May include a slight rounding error.

3. OPEB Expense

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Santa Cruz COE is shown in Appendix F. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2020

	Beginning Balance	Newly Created	Recognition	Ending Balance
Experience (Gains)/Losses	\$52,101	\$1,610,801	(\$134,729)	\$1,528,173
Assumption Changes	\$0	\$0	\$0	\$0
Investment (Gains)/Losses	(\$60,883)	\$25,937	\$10,033	(\$24,913)
Deferred Balances	(\$8,782)	\$1,636,738	(\$124,696)	\$1,503,260

The following table shows the reconciliation between the change in the NOL and the OPEB expense.

Preliminary OPEB Expense Fiscal Year Ending June 30, 2020

	Beginning Net Position	Ending Net Position	Change
Net OPEB Liability (NOL)	(\$451,580)	\$676,621	\$1,128,201
Deferred Balances	(\$8,782)	\$1,503,260	\$1,512,042
Change in Net Position	(\$442,798)	(\$826,639)	(\$383,841)
Employer Contributions			\$873,118
Other			\$0
OPEB Expen	se	•	\$489,277

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, and change in TOL due to plan changes; all adjusted for deferred inflows and outflows.

OPEB Expense Fiscal Year Ending June 30, 2020

	Total
Service Cost	\$403,067
Interest on Total OPEB Liability (TOL)	\$550,815
Employee Contributions	\$0
Recognized Experience (Gains)/Losses	\$134,729
Recognized Assumption Changes	\$0
Expected Investment Income	(\$591,175)
Recognized Investment (Gains)/Losses	(\$10,033)
Contributions After Measurement Date (Prior Year)	\$0
Contributions After Measurement Date (Current Year)	\$0
Changes in Benefit Terms	\$0
Administrative Expense	\$1,874
OPEB Expense*	\$489,277

^{*} May include a slight rounding error.

The above OPEB expense does not include an estimated \$873,118 in employer contributions.

4. Adjustments

The above OPEB expense includes all deferred inflows and outflows except any contributions after the measurement date. Contributions from July 1, 2019 to June 30, 2020 minus prior contributions after the measurement date should also be reflected in OPEB expense. June 30, 2020 deferred outflows should include contributions from July 1, 2019 to June 30, 2020.

PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project the County Office's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be **in**accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the County Office's share of retiree health costs, including any implicit rate subsidy.

Year Beginning		Certificated			Classified	
July 1	Total	Management	Certificated	Classified	Management	Confidential
2019	\$858,977	\$183,936	\$93,858	\$377,715	\$156,020	\$47,448
2020	\$849,569	\$144,749	\$95,444	\$399,833	\$163,344	\$46,199
2021	\$904,135	\$125,342	\$112,555	\$430,924	\$177,211	\$58,103
2022	\$846,414	\$111,759	\$106,095	\$371,289	\$191,081	\$66,190
2023	\$896,283	\$113,844	\$116,833	\$398,317	\$206,383	\$60,906
2024	\$807,605	\$108,593	\$107,933	\$349,000	\$189,876	\$52,203
2025	\$827,317	\$112,252	\$97,574	\$355,531	\$207,857	\$54,103
2026	\$855,700	\$118,820	\$112,805	\$357,823	\$210,422	\$55,830
2027	\$880,260	\$113,780	\$145,386	\$363,166	\$200,447	\$57,481
2028	\$864,364	\$124,904	\$115,042	\$370,663	\$194,746	\$59,009

PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 74/75 require annual valuations. Every other year, the valuation requirement can be met by doing a "roll-forward" valuation. However, a full valuation may be required or preferred under certain circumstances.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.
- An employer should perform a valuation whenever the employer forms a qualifying trust or changes its investment policy.
- An employer should perform a valuation whenever the employer adds or terminates a group of participants that constitutes a significant part of the covered group.

We recommend Santa Cruz COE take the following actions to ease future valuations.

We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the County Office should review the actuarial assumptions in Appendix C carefully. If the County Office has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the County Office should engage in discussions or perform analyses to determine the best estimate of the assumption in question.

PART VI: APPENDICES

APPENDIX A: MATERIALS USED FOR THIS STUDY

We relied on the following materials to complete this study.

- We used paper reports and digital files containing participant demographic data from the County Office personnel records.
- We used relevant sections of collective bargaining agreements provided by the County Office.

APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the County Office wants more refined estimates for decision-making, we recommend additional investigation.

APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The County Office should carefully review these assumptions and methods to make sure they reflect the County Office's assessment of its underlying experience. It is important for Santa Cruz COE to understand that the appropriateness of all selected actuarial assumptions and methods are Santa Cruz COE's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Santa Cruz COE's actual historical experience, and TCS's judgment based on experience and training.

ACTUARIAL METHODS AND ASSUMPTIONS:

<u>ACTUARIAL COST METHOD:</u> GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the service cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees). This greatly simplifies administration and accounting; as well as resulting in the correct service cost for new hires.

<u>SUBSTANTIVE PLAN:</u> As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Santa Cruz COE regarding practices with respect to employer and employee contributions and other relevant factors.

ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

<u>INFLATION</u>: We assumed 2.75% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

<u>INVESTMENT RETURN / DISCOUNT RATE</u>: We assumed 7% per year net of expenses. This is based on assumed long-term return on employer assets. We used the "Building Block Method". (See Appendix E, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

<u>TREND:</u> We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

<u>PAYROLL INCREASE</u>: We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), using an aggregate payroll assumption for the purpose of calculating the service cost results in a negligible error.

<u>FIDUCIARY NET POSITION (FNP):</u> The following table shows the beginning and ending FNP numbers that were provided by Santa Cruz COE.

Fiduciary Net Position as of June 30, 2019

	06/30/2018	06/30/2019
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$8,841,849	\$9,723,679
Capital Assets	\$0	\$0
Total Assets	\$8,841,849	\$9,723,679
Benefits Payable	(\$445,553)	(\$664,019)
Fiduciary Net Position	\$8,396,296	\$9,059,660

NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix E, Paragraph 52 for more information.

MORTALITY

Participant Type	Mortality Tables
Certificated	2009 CalSTRS Mortality
Classified	2014 CalPERS Active Mortality for Miscellaneous Employees
RETIREMENT R	ATES
Employee Type	Retirement Rate Tables
Certificated	2009 CalSTRS Retirement Rates
Classified	Hired before 2013: 2009 CalPERS Retirement Rates for School Employees
	Hired after 2012: 2009 CalPERS Retirement Rates for Miscellaneous Employees 2%@60 adjusted to
	minimum retirement age of 52

SERVICE REQUIREMENT

Employee Type	Vesting Rate Tables
Certificated	100% at 10 Years of Service
Classified	100% at 10 Years of Service
Classified Management	100% at 10 Years of Service
Confidential	100% at 10 Years of Service

COSTS FOR RETIREE COVERAGE

Retiree liabilities are based on actual retiree premium plus an implicit rate subsidy of 40.5% of non-Medicare medical premium. Liabilities for active participants are based on the first year costs shown below, which include the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any County Office contribution caps.

Participant Type	Future Retirees Pre-65	Future Retirees Post-65
Certificated	Nominal Benefit: \$16,837 Implied Subsidy \$6,658	
Certificated Management	Nominal Benefit: \$14,888 Implied Subsidy \$5,868	
Classified	Nominal Benefit: \$13,638 Implied Subsidy \$5,665	Nominal Benefit: \$8,743
Classified Management	Nominal Benefit: \$16,480 Implied Subsidy \$7,042	Nominal Benefit: \$9,233
Confidential	Nominal Benefit: \$16,480 Implied Subsidy \$7,042	Nominal Benefit: \$9,233

PARTICIPATION RATES

Employee Type	<65 Non-Medicare Participation %	65+ Medicare Participation %
Certificated	100%	
Classified	100%	100%

PARTICIPATION RATES

Employee Type	<65 Non-Medicare Participation %	65+ Medicare Participation %
Certificated	100%	
Classified	100%	100%

TURNOVER

Employee Type	Turnover Rate Tables
Certificated	2009 CalSTRS Termination Rates
Classified	2009 CalPERS Termination Rates for School Employees

SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

AGING FACTORS

We used aging factors from "Health Care Costs - From Birth to Death" prepared by Dale Yamamoto and published in 2013 by the Society of Actuaries as part of the Health Care Cost Institute's Independent Report Series - Report 2013-1.

APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

ELIGIBLE ACTIVE EMPLOYEES

	Certificated			Classified		
Age	Total	Management	Certificated	Classified	Management	Confidential
Under 25	1	0	0	0	1	0
25-29	28	0	2	26	0	0
30-34	28	0	7	21	0	0
35-39	38	2	12	23	1	0
40-44	37	6	11	18	1	1
45-49	26	6	8	8	4	0
50-54	30	3	7	20	0	0
55-59	26	2	9	11	3	1
60-64	22	0	6	14	1	1
65 and older	3	0	0	1	2	0
Total	239	19	62	142	13	3

ELIGIBLE RETIREES

Certificated				Classified		
Age	Total	Management	Certificated	Classified	Management	Confidential
Under 50	0	0	0	0	0	0
50-54	1	0	0	0	1	0
55-59	4	0	0	2	2	0
60-64	14	4	3	6	0	1
65-69	24	3	0	15	4	2
70-74	11	3	0	7	1	0
75-79	5	2	0	1	2	0
80-84	2	1	0	0	1	0
85-89	1	1	0	0	0	0
90 and older	4	2	0	0	2	0
Total	66	16	3	31	13	3

APPENDIX E: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The County Office should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the County Office in complying with GASB 74/75 disclosure requirements:

Paragraph 50: Information about the OPEB Plan

Most of the information about the OPEB plan should be supplied by Santa Cruz COE. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of
	Participants
Inactive Employees Currently Receiving Benefit Payments	66
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	239
Total Number of participants	305

Number of

Paragraph 51: Significant Assumptions and Other Inputs

Shown in Appendix C.

Paragraph 52: Information Related to Assumptions and Other Inputs

The following information is intended to assist Santa Cruz COE in complying with the requirements of Paragraph 52.

52.b: <u>Mortality Assumptions</u> Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2009 CalSTRS Mortality	
Disclosure	The mortality assumptions are based on the 2009 CalSTRS	
	Mortality table created by CalSTRS. CalSTRS periodically	
	studies mortality for participating agencies and establishes	
mortality tables that are modified versions of commonly use		
	tables. This table incorporates mortality projection as deemed	
	appropriate based on CalSTRS analysis.	

^{*}We were not provided with information about any terminated, vested employees

Mortality Table	2014 CalPERS Retiree Mortality for Miscellaneous Employees		
Disclosure	The mortality assumptions are based on the 2014 CalPERS		
	Retiree Mortality for Miscellaneous Employees table created by		
	CalPERS. CalPERS periodically studies mortality for		
	participating agencies and establishes mortality tables that are		
	modified versions of commonly used tables. This table		
	incorporates mortality projection as deemed appropriate based on		
	CalPERS analysis.		
Mortality Table	2014 CalPERS Active Mortality for Miscellaneous Employees		
Disclosure			
	Active Mortality for Miscellaneous Employees table created by		
	CalPERS. CalPERS periodically studies mortality for		
	participating agencies and establishes mortality tables that are		
	modified versions of commonly used tables. This table		
	incorporates mortality projection as deemed appropriate based on		
	CalPERS analysis.		

52.c: <u>Experience Studies</u> Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Retirement Tables

Retirement Table	2009 CalSTRS Retirement Rates		
Disclosure	The retirement assumptions are based on the 2009 CalSTRS		
	Retirement Rates table created by CalSTRS. CalSTRS		
	periodically studies the experience for participating agencies and		
	establishes tables that are appropriate for each pool.		
Retirement Table	2009 CalPERS 2.0%@60 Rates for Miscellaneous Employees		
Disclosure	The retirement assumptions are based on the 2009 CalPERS		
	2.0%@60 Rates for Miscellaneous Employees table created by		
	CalPERS. CalPERS periodically studies the experience for		
	participating agencies and establishes tables that are appropriate		
	for each pool.		
Retirement Table	2009 CalPERS Retirement Rates for School Employees		
Disclosure	The retirement assumptions are based on the 2009 CalPERS		
	Retirement Rates for School Employees table created by		

CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate

for each pool.

Turnover Tables

Turnover Table	2009 CalSTRS Termination Rates	
Disclosure	The turnover assumptions are based on the 2009 CalSTRS	
	Termination Rates table created by CalSTRS. CalSTRS	
	periodically studies the experience for participating agencies and	
	establishes tables that are appropriate for each pool.	

Turnover Table	ble 2009 CalPERS Termination Rates for School Employees	
Disclosure	The turnover assumptions are based on the 2009 CalPERS	
	Termination Rates for School Employees table created by	
	CalPERS. CalPERS periodically studies the experience for	
	participating agencies and establishes tables that are appropriate	
	for each pool.	

For other assumptions, we use actual plan provisions and plan data.

- 52.d: The alternative measurement method was not used in this valuation.
- 52.e: <u>NOL using alternative trend assumptions</u> The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$44,583	\$676,621	\$1,373,395

Paragraph 53: Discount Rate

The following information is intended to assist Santa Cruz COE to comply with Paragraph 53 requirements.

- 53.a: A discount rate of 7% was used in the valuation.
- 53.b: We assumed that all contributions are from the employer.
- 53.c: We used historic 19 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 38 basis points.
- 53.d: The interest assumption does not reflect a municipal bond rate.
- 53.e: Not applicable.
- 53.f: Following is the assumed asset allocation and assumed rate of return for each.

CERBT - Strategy 1

Asset Class	Percentage of Portfolio	Assumed Gross Return
US Large Cap	43.0000	7.6750
US Small Cap	23.0000	7.6750
Long-Term Corporate Bonds	12.0000	5.1750
Long-Term Government Bonds	6.0000	4.3800
Treasury Inflation Protected Securities (TIPS)	5.0000	7.6750
US Real Estate	8.0000	7.6750
All Commodities	3.0000	7.6750

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate	Valuation	Discount Rate
	1% Lower	Discount Rate	1% Higher
Net OPEB Liability	\$1,396,793	\$676,621	\$45,613

Paragraph 55: Changes in the Net OPEB Liability

Please see reconciliation on page 10.

Paragraph 56: Additional Net OPEB Liability Information

The following information is intended to assist Santa Cruz COE to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2019.

The measurement date is June 30, 2019.

- 56 b: We are not aware of a special funding arrangement.
- 56 c: There were no assumption changes since the prior measurement date.
- 56.d: There were no changes in benefit terms since the prior measurement date.
- 56.e: Not applicable
- 56.f: To be determined by the employer
- 56.g: To be determined by the employer
- 56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown in Appendix F
- 56.i: Future recognition of deferred inflows and outflows is shown in Appendix F

Paragraph 57: Required Supplementary Information

- 57.a: Please see reconciliation on page 10. Please see the notes for Paragraph 244 below for more information.
- 57.b: These items are provided on page 10 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.
- 57.c: We have not been asked to calculate an actuarially determined contribution amount.

We assume the County Office contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 19 years.

57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

Paragraph 58: Actuarially Determined Contributions

We have not been asked to calculate an actuarially determined contribution amount. We assume the County Office contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 19 years.

Paragraph 244: Transition Option

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

APPENDIX F: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

EXPERIENCE GAINS AND LOSSES

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods)

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2018	2019	Amounts to be Recognized in OPEB Expense after 2019	2020	2021	2022	2023	2024	Thereafter
2017-18	\$56,926	11.8	\$4,825	\$4,825	\$47,276	\$4,825	\$4,825	\$4,825	\$4,825	\$4,825	\$23,151
2018-19	\$1,610,801	12.4	\$0	\$129,904	\$1,480,897	\$129,904	\$129,904	\$129,904	\$129,904	\$129,904	\$831,377
Net Increase (I	Decrease) in OPE	B Expense	\$4,825	\$134,729	\$1,528,173	\$134,729	\$134,729	\$134,729	\$134,729	\$134,729	\$854,528

CHANGES OF ASSUMPTIONS

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2018	2019	Amounts to be Recognized in OPEB Expense after 2019	2020	2021	2022	2023	2024	Thereafter
2018-19	\$0	0	\$0	\$0	\$0						
Net Increase (Decrease) in OPE	B Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

INVESTMENT GAINS AND LOSSES

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2018	2019	Amounts to be Recognized in OPEB Expense after 2019	2020	2021	2022	2023	2024	Thereafter
2017-18	(\$76,104)	5	(\$15,221)	(\$15,221)	(\$45,662)	(\$15,221)	(\$15,221)	(\$15,220)			
2018-19	\$25,937	5	\$0	\$5,188	\$20,749	\$5,188	\$5,188	\$5,188	\$5,185		
Net Increase (I	Decrease) in OPE	B Expense	(\$15,221)	(\$10,033)	(\$24,913)	(\$10,033)	(\$10,033)	(\$10,032)	\$5,185	\$0	\$0

APPENDIX G: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a non-actuary understand concepts related to retiree health

valuations. Therefore, the definitions may not be actuarially accurate.

Actuarial Cost Method: A mathematical model for allocating OPEB costs by year of service. The only

actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost

method.

Actuarial Present Value of

Projected Benefit Payments: The projected amount of all OPEB benefits to be paid to current and future retirees

discounted back to the valuation or measurement date.

<u>Deferred Inflows/Outflows</u>

of Resources: A portion of certain items that can be deferred to future periods or that weren't

reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement

date but before the statement date.

<u>Discount Rate:</u> Assumed investment return net of all investment expenses. Generally, a higher

assumed interest rate leads to lower service costs and total OPEB liability.

Fiduciary Net Position: Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust

or equivalent arrangement).

<u>Implicit Rate Subsidy:</u> The estimated amount by which retiree rates are understated in situations where,

for rating purposes, retirees are combined with active employees and the employer

is expected, in the long run, to pay the underlying cost of retiree benefits.

Measurement Date: The date at which assets and liabilities are determined in order to estimate TOL and

NOL.

Mortality Rate: Assumed proportion of people who die each year. Mortality rates always vary by

age and often by sex. A mortality table should always be selected that is based on a

similar "population" to the one being studied.

Net OPEB Liability (NOL): The Total OPEB Liability minus the Fiduciary Net Position.

OPEB Benefits: Other Post Employment Benefits. Generally, medical, dental, prescription drug,

life, long-term care or other postemployment benefits that are not pension benefits.

OPEB Expense: This is the amount employers must recognize as an expense each year. The annual

OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of

resources.

<u>Participation Rate:</u> The proportion of retirees who elect to receive retiree benefits. A lower

participation rate results in lower service cost and a TOL. The participation rate

often is related to retiree contributions.

<u>Retirement Rate:</u> The proportion of active employees who retire each year. Retirement rates are

usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial

accrued liability will be.

Service Cost: The annual dollar value of the "earned" portion of retiree health benefits if retiree

health benefits are to be fully accrued at retirement.

<u>Service Requirement:</u> The proportion of retiree benefits payable under the OPEB plan, based on length of

service and, sometimes, age. A shorter service requirement increases service costs

and TOL.

<u>Total OPEB Liability (TOL):</u> The amount of the actuarial present value of projected benefit payments

attributable to participants' past service based on the actuarial cost method used.

Trend Rate: The rate at which the employer's share of the cost of retiree benefits is expected to

increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher

service costs and TOL.

<u>Turnover Rate:</u> The rate at which employees cease employment due to reasons other than death,

disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.

<u>Valuation Date:</u> The date as of which the OPEB obligation is determined by means of an actuarial

valuation. Under GASB 74 and 75, the valuation date does not have to coincide

with the statement date, but can't be more than 30 months prior.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

AGLINDA II LIVI											
Board Mee	ting Date:	May 21, 2020	X Action	Information							
TO:	Santa Cruz County Board of Education										
FROM:	Appellant(s) #20-02									
SUBJECT:	: Interdistrict Attendance Appeal Hearing #20-02										
BACKGROUND The Board will hold an Interdistrict Transfer Appeal Hearing concerning a student wishing to attend school in the Scotts Valley Unified School District. SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION: Open, conduct, and close hearing followed by a decision on the matter.											
FISCAL IMPLICATIONS:											
None.											



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

ASENDATIEM							
Board Mee	ting Date:	May 21, 2020	X	Action	Information		
TO:	Santa Cruz	County Board of Education	n				
FROM:	Mary Hart,	Deputy Superintendent, B	usines	ss Services			
SUBJECT:	Cancel Pre	viously Scheduled June 25	5, 202	0 Special Bo	oard Meeting		
December 18 Board will be of the Santa SUPERINTEN	ID-19, the de 5, 2020, neg e asked to ca Cruz County NDENT'S REC 25, 2020 Sp	eadline for submitting the Lating the requirement to hancel the previously scheduly Board of Education. COMMENDATION FOR BOADECIAL Meeting.	ave a uled J	special mee lune 25, 202	eting in June. The		