



Pacific Coast Academy

Regular Scheduled Board Meeting

Date and Time

Sunday August 21, 2022 at 9:00 AM PDT

Location

Pacific Coast Academy Office
13915 Danielson St. #200, Poway, CA 92064

Meeting In Person

PCA Office
13915 Danielson St. #200 Poway, CA 92064

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:00 AM
A. Call the Meeting to Order		Benjamin Fung	1 m
B. Roll Call of Board Members		Benjamin Fung	1 m
C. Approval of Agenda	Vote	Benjamin Fung	1 m
D. Public Comments			5 m
II. Annual Board Training			9:08 AM
A. Finance Training: School Funding and Report Timeline	FYI	Jason Sitomer	40 m
B. July Financials	FYI	Jason Sitomer	5 m
C. Legislative Updates	FYI	Merrick Wadsworth	60 m
D. Brown Act Training	FYI	Jennifer McQuarrie	60 m

	Purpose	Presenter	Time
E. Introductions and Overview from Board President	FYI	Benjamin Fung	5 m
F. Board Member Orientation and Board on Track	FYI	Krystin Demofonte	5 m
G. Recommendation and Nomination of CFO/Treasurer	Vote	Benjamin Fung	5 m
III. Other Business			12:08 PM
A. Executive Directors Report	FYI	Krystin Demofonte	5 m
B. Sublease and Shared Use Agreement for Danilesen Property			
C. Assumption of Lease and Consent of Lessor	Vote	Shari Erlendson	5 m
D. September Special Meeting	Vote	Krystin Demofonte	5 m
E. Conflict of Interest Code	Vote	Krystin Demofonte	5 m
IV. Consent Agenda			12:28 PM
The items below form our consent agenda. The items are considered by the Executive Director to be of a routine nature and are acted on with one motion. Any recommendation may be removed at the request of any Board Member and placed under new and/or unfinished business. The last item in this section is a single vote to approve the items en masse.			
A. Approve Minutes	Approve Minutes		
Approve minutes for Special Board Meeting on August 4, 2022			
B. Approve Minutes	Approve Minutes		
Approve minutes for Regular Scheduled Board Meeting on June 30, 2022			
C. EL Master Plan			
D. Promotion, Acceleration and Retention Policy			
E. Time and Effort Policy			
F. Invoices over \$100,000			
G. Compensation Policy--Stipend Chart			
H. Approve Consent Agenda			1 m
This Is The Vote To Approve The Consent Agenda Items.			
V. Closing Items			12:29 PM
A. Announcement of Next Scheduled Meeting	FYI	Benjamin Fung	1 m
B. Adjourn Meeting	Vote		

Prepared By:
Jennifer Faber

Noted By:

Board Secretary

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Pacific Coast Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Pacific Coast Academy Office at [\(619\) 749-1928](tel:6197491928) at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Coversheet

Finance Training: School Funding and Report Timeline


Section:	II. Annual Board Training
Item:	A. Finance Training: School Funding and Report Timeline
Purpose:	FYI
Submitted by:	
Related Material:	PCA Charter Finance 101 for NCB Boards - 22.08.19.pdf



Charter Finance for Board Members

August 2022

Agenda

- 
- I. Reading the Financial Package
 - II. Funding Basics
 - III. Funding Determination

I. READING THE FINANCIAL PACKAGE

Financial Package Elements

The financial statement package provided on a monthly basis is intended to give both a retrospective and prospective view of the organizations financial condition. The main elements included in the monthly package include:

- *Monthly Cash Flow/Forecast*
- *Budget vs. Actual*
- *Statement of Financial Position*
- *AP Aging*
- *Monthly Check Register*

Monthly Cash Flow/Forecast

The monthly forecast is main management tool and intended to answer the following questions:

How do future costs compare to what we have been spending?

Are we on track to end the year with a surplus?

ADA = 1578.78		Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Depreciation		76,984	104,569	99,604	93,035	67,201	43,735	106,766	88,245	90,674	78,245	86,286	86,286	-	1,021,628	960,008	(61,619)
6900 Depreciation Expense		37,955	41,137	47,671	44,539	44,539	44,690	44,886	45,000	45,000	45,000	45,000	45,000	-	530,418	354,670	(175,748)
		37,955	41,137	47,671	44,539	44,539	44,690	44,886	45,000	45,000	45,000	45,000	45,000	-	530,418	354,670	(175,748)
Total Expenses		1,500,660	1,909,297	2,014,388	1,875,316	1,658,537	1,653,239	1,694,242	1,850,740	1,843,307	1,843,913	1,841,288	1,877,714	102,146	21,664,788	21,905,024	240,236
Monthly Surplus (Deficit)		(1,447,103)	(1,051,483)	(485,893)	(274,326)	(148,437)	1,061,124	1,017,151	(211,210)	(289,516)	551,945	164,428	(188,977)	2,327,367	1,025,070	1,139,041	(113,972)
Cash Flow Adjustments															5%		
Monthly Surplus (Deficit)		(1,447,103)	(1,051,483)	(485,893)	(274,326)	(148,437)	1,061,124	1,017,151	(211,210)	(289,516)	551,945	164,428	(188,977)	2,327,367	1,025,070		
Cash flows from operating activities																	
Depreciation/Amortization		37,955	41,137	44,047	44,539	44,539	44,690	44,886	45,000	45,000	45,000	45,000	45,000	-	526,794		
Accounts Payable		(296,060)	(181,902)	(1,132)	128,374	(120,863)	(7,868)	25,333	-	(330,000)	-	-	-	102,146	(681,971)		
Accrued Expenses		33,079	234,299	(105,587)	234,973	(37,688)	136,686	(92,196)	-	-	-	-	-	-	403,565		
Deferred Revenue		-	-	-	-	-	(11,800)	-	-	-	-	-	-	-	(11,800)		
Other Liabilities		(16,701)	(16,701)	(16,701)	(16,701)	(16,701)	(16,701)	(16,701)	(16,701)	(16,701)	(16,701)	(16,701)	(16,701)	-	(200,412)		
Cash flows from investing activities																	
Purchases of Prop. And Equip.		(203,383)	(398,686)	(327,916)	2,365,659	(10,755)	(12,386)	(580)	(176,500)	(300,000)	-	(1,066,000)	-	-	(130,547)		
Total Change in Cash		(604,293)	(1,443,920)	(1,578,299)	2,944,584	(211,981)	34,830	1,202,066	(290,001)	286,354	1,546,399	(873,273)	(37,386)				
Cash, Beginning of Month		3,865,584	3,261,291	1,817,371	239,073	3,183,657	2,971,676	3,006,506	4,208,571	3,918,570	4,204,925	5,751,323	4,878,050				
Cash, End of Month		3,261,291	1,817,371	239,073	3,183,657	2,971,676	3,006,506	4,208,571	3,918,570	4,204,925	5,751,323	4,878,050	4,840,665	112.33	ADCOH-45		

Will we have enough cash to meet our spending needs?

How do our current expectations compare to the original budget?



Budget vs. Actual

The Budget vs. Actual is a historical review of what the school spent in the current month and year-to-date as compared to what was originally budgeted.

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks and Core Curricula Materials	2,666	-	(2,666)	128,627	300,000	171,373	300,000
Books and Other Reference Materials	4,293	-	(4,293)	133,737	135,000	1,263	135,000
School Supplies	7,316	17,500	10,184	51,515	122,500	70,985	210,000
Special Activities/Field Trips	(8,054)	45,000	53,054	9,478	90,000	80,522	135,000
Uniforms	-	5,417	5,417	21,964	37,917	15,953	65,000
Software	11,931	8,750	(3,181)	95,449	61,250	(34,199)	105,000
Noncapitalized Equipment	7,962	-	(7,962)	97,412	350,000	252,589	350,000
Food Services	27,607	70,802	43,195	335,409	424,813	89,404	778,823
Food Non-Program Breakfast Expense (for Non Students)	51	-	(51)	301	-	(301)	-
Food Non-Program Lunch Expense (for Non Students)	216	-	(216)	2,322	-	(2,322)	-
Total Books & Supplies	53,989	147,469	93,480	876,213	1,521,479	645,267	2,078,823
Subagreement Services							
Nursing	4,507	833	(3,674)	4,978	5,833	856	10,000
Special Education	39,355	15,909	(23,446)	134,923	95,455	(39,468)	175,000
Transportation	4,709	6,364	1,654	47,838	38,182	(9,656)	70,000
Security	8,848	2,727	(6,121)	35,906	16,364	(19,542)	30,000
Other Educational Consultants	-	200	200	-	1,000	1,000	2,000
Total Subagreement Services	57,419	26,033	(31,386)	223,644	156,833	(66,811)	287,000
Professional & Consulting Services							
IT	-	833	833	2,213	5,833	3,620	10,000
Audit and Tax	1,975	7,333	5,358	17,189	22,000	4,811	22,000
Legal	(1,449)	3,750	5,199	59,265	26,250	(33,015)	45,000
Professional Development	3,420	5,833	2,413	131,526	40,833	(90,692)	70,000
General Consulting	4,651	6,667	2,016	43,600	46,667	3,067	80,000

NOTE: This report does not take mid-year revisions or changing estimates into account. For estimates based on current information, refer to the forecast.



Statement of Financial Position

The Statement of Financial Position (or “Balance Sheet” in the for-profit environment) shows the school’s assets, liabilities and net assets as of a single point in time.

This is what you own and what others

owe you

This is what you owe to others

*This is your net worth or “fund
balance”*

Assets

Current Assets

Cash & Cash Equivalents	\$ 4,208,571	\$ 3,865,585
Accounts Receivable	123,293	4,468
Public Funding Receivables	2,213,137	2,733,703
Prepaid Expenses	690,135	426,359
Total Current Assets	7,235,135	7,030,116

Long Term Assets

Property & Equipment, Net	2,251,809	3,965,556
Deposits	10,500	10,000
Total Long Term Assets	2,262,309	3,975,556

Total Assets

\$ 9,497,445	\$ 11,005,672
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Liabilities

Current Liabilities

Accounts Payable	\$ 22,008	\$ 476,126
Accrued Liabilities	785,971	382,406
Deferred Revenue	-	11,800
Deferred Rent, Current Portion	0	0
Total Current Liabilities	807,979	870,332

Long Term Liabilities

Deferred Rent, Net of Current Portion	682,578	799,485
Total Long Term Liabilities	682,578	799,485

Total Liabilities

1,490,557	1,669,817
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Total Net Assets

8,006,888	9,335,855
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Total Liabilities and Net Assets

\$ 9,497,445	\$ 11,005,672
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Cash Balance

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Fund Balance



AP Aging & Check Register

These two schedules are provided to the Board for oversight purposes. They are intended to be used for transparency purposes rather than analysis.

Check Register

This shows all checks written during the reporting period (typically the prior month).



Check Register

For the period ended January 31, 2019

Check Number	Vendor Name	Description	Check Date	Check Amount
106376	CA Assoc. of Public Information Officials	Memberships Dues Through 02/01/20	1/25/2019	225.00
106379	Charter Impact, Inc.	Student Data Svcs 12/18	1/25/2019	292.50
106380	Ally Cruz	Referee Girls Varsity Soccer 01/09/19	1/25/2019	77.00
106381	CSM Consulting, Inc.	E-rate Svcs 10/19-12/18	1/25/2019	1,000.00
106382	Feedix	Shipping	1/25/2019	38.79
106383	LaTanya Fowler	Notary Svcs	1/25/2019	40.00
106384	Marvin Jordan	Referee Boys & girls Basketball 01/11/19	1/25/2019	147.00
106385	Angel Leon	Officials Fee for Boys & girls Soccer 01/12/19	1/25/2019	207.00
106386	Moran Lock & Key	Key Copies	1/25/2019	65.70
106387	Kim Morris	Referee 01/19	1/25/2019	62.07
106388	Palmdale Chamber of Commerce	Lunchroom Admission	1/25/2019	25.00
106389	Palmdale Water District	Water Svcs 7/03/18-01/02/19	1/25/2019	0.00
106390	Palmdale Water District	Water Svcs 12/04/18-01/02/19	1/25/2019	VOID
106391	Proactive Work Health	Exposure Test & TB Test	1/25/2019	62.00
106392	Project Lead The Way	PLTW Engineering & Gateway Participation	1/25/2019	3,750.00
106393	Joseph Quintos	Umpire JV Boys Basketball 01/11/19	1/25/2019	68.00
106394	Jose Sandoval	Officials Fee for Girls & boys Soccer 01/12/19	1/25/2019	130.00
106395	Scenario Learning, LLC	SelfieStrobe Training	1/25/2019	2,200.00
106396	Shell	CC Payment 11/12/18-12/13/18	1/25/2019	66.96
106397	SHI International Corp	Wireless Microphone (2)	1/25/2019	1,100.85
106398	Kris Thues	Referee Girls Varsity Basketball 01/12/19	1/25/2019	79.00
106399	Vex Robotics, Inc	Robot Battery Pack (30)	1/25/2019	615.86
106400	VPI Car Care Center	Car Maintenance	1/25/2019	111.68
106401	Rudy Barron	Officials Fee for Girls Soccer 01/12/19	1/28/2019	142.00
106402	Palmdale Water District	Water Svcs 07/03/18-01/02/19	1/28/2019	0.00
106403	Palmdale Water District	Water Svcs 12/04/18-01/02/19	1/28/2019	220.00
106404	Palmdale Water District	Water Svcs 12/04/18-01/02/19	1/28/2019	551.88
EFT	CALSTRS	STRS, Buybacks, & PMS 12/18	1/2/2019	143,484.95
EFT	Voya Financial	Voya Financial 403B PPE 01/10/19	1/10/2019	3,124.89
EFT	Internal Revenue Service	RID Tax Payment for PE 01/10/19	1/11/2019	27,303.56
EFT	EDD	State Tax Payment CA PTE for PPE 01/10/19	1/11/2019	2,520.02
EFT	EDD	State Tax Payment SSI for PE 01/10/19	1/11/2019	1,260.52
EFT	EDD	SUI Q4 2018	1/11/2019	1,237.27
EFT	Internal Revenue Service	Federal Tax Payment for PPE 01/25/19	1/26/2019	61,062.75
EFT	EDD	State Tax Payment PTE PPE 01/25/19	1/26/2019	19,222.93
EFT	EDD	State Tax Payment SSI for PE 01/25/19	1/26/2019	6,332.50
EFT	Voya Financial	VOYA Financial 403B PPE 01/25/19	1/26/2019	5,060.05
EFT	CALSTRS	STRS 01/19	1/21/2019	132,365.48
EFT	Verizon Wireless	Verizon Wireless 01/05/19-02/04/19	1/28/2019	1,073.24

Total Disbursements Issued in January \$ 887,515.77

Vendor Name	Invoice/Credit Number	Invoice/Credit Date	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
All City Transportation	315	1/11/2019	\$ 175.00	\$ -	\$ -	\$ -	\$ -	\$ 175.00
All City Transportation	317	1/17/2019	1,200.00	-	-	-	-	1,200.00
American Business Machines	431286	1/16/2019	8.00	-	-	-	-	8.00
Antelope Valley Board of Trade	083800	1/22/2019	116.06	-	-	-	-	116.06
Avid Center	00035940	1/11/2019	520.00	-	-	-	-	520.00
Cintas Corporation #684	684763980	1/22/2019	196.89	-	-	-	-	196.89
Dell Marketing LP	10250408265	6/25/2018	168.32	-	-	-	-	168.32
Dynamic Therapy Solutions	01-2019	1/28/2019	16,300.00	-	-	-	-	16,300.00
Effectual Educational Consulting Services	2665	12/31/2018	195.00	-	-	-	-	195.00
LegalShield	LEGA012519	1/25/2019	220.35	-	-	-	-	220.35
Marzano Research	M202673	1/16/2019	179.31	-	-	-	-	179.31
Palmdale School District	190412	1/15/2019	45.00	-	-	-	-	45.00
Palmdale Water District	PALM080919-1084	8/9/2018	(2,453.59)	-	-	-	-	(2,453.59)
Partners in Special Education, Inc	CINW-00012678	12/9/2018	235.00	-	-	-	-	235.00
Partners in Special Education, Inc	CINW-00012704	12/31/2018	591.50	-	-	-	-	591.50
School Check INL	00037455	1/22/2019	187.00	-	-	-	-	187.00
School Master Safety	630362	1/16/2019	418.53	-	-	-	-	418.53
Shell	0000000096436308901	1/13/2019	74.54	-	-	-	-	74.54
SHI International Corp	B09420789	1/23/2019	1,525.65	-	-	-	-	1,525.65
Stevens Unlimited	7951	11/9/2018	70.00	-	-	-	-	70.00
UNUM Life Insurance Company of America	0880231-001 3-01/18	1/23/2019	232.59	-	-	-	-	232.59
UNUM Life Insurance Company of America	0880232-001 0 01/19	1/23/2019	1,267.46	-	-	-	-	1,267.46
UNUM Life Insurance Company of America	0880233-001 7-01/18	1/23/2019	535.68	-	-	-	-	535.68

Total Outstanding Invoices \$ 22,008.29 \$ - \$ - \$ - \$ - \$ 22,008.29

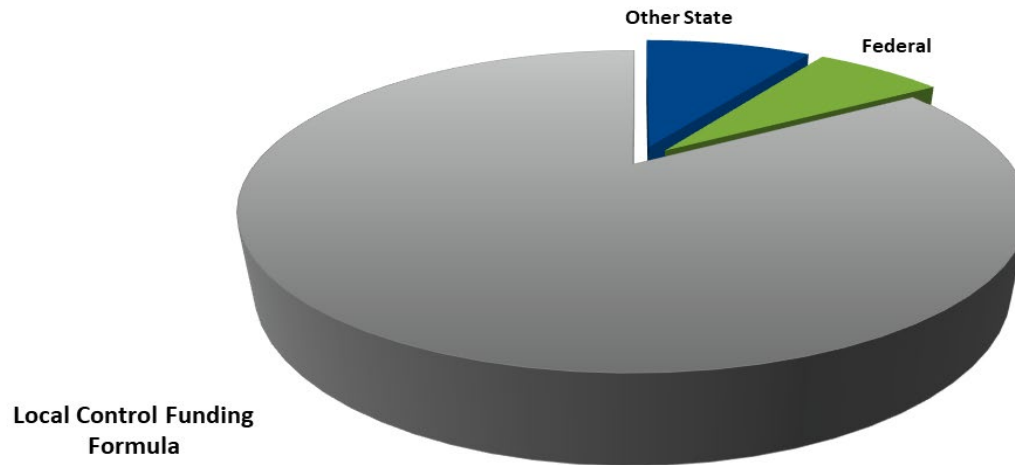
AP Aging

This shows all outstanding invoices due to vendors and how old they are as of a point in time.

II. FUNDING BASICS

Revenue Sources

- **83.8%** Local Control Funding Formula (“LCFF”)
- **9.2%** Other State Revenue
- **7.0%** Federal Revenue
- **0%** Fundraising and Grants





Local Control Funding Formula

- Main source of school funding
- Provides additional funding for “high need” students
 - Low Income (or Free/Reduced Price Meal Eligible or Title I)
 - English Learner
 - Foster Youth

The “**UNDUPLICATED**” count of above groups has significant impact

- School spending accountable to stakeholders through the Local Control Accountability Plan or “LCAP”



Local Control Funding Formula

Segments of LCFF:

**BASE GRANT +
ADD-ONS**



Grade	Base Grant	Add-On	Total
TK-3	\$ 9,132	\$ 950	\$ 10,082
4-6	\$ 9,270	\$ -	\$ 9,270
7-8	\$ 9,544	\$ -	\$ 9,544
9-12	\$ 11,061	\$ 288	\$ 11,349



SUPPLEMENTAL



20% Bonus for all Unduplicated Students



CONCENTRATION



50% Bonus Unduplicated Students Over 55%



Other State Revenue

Funding Source	Amount per Student
Special Education (AB602)	\$ 820
Lottery	\$ 228
Mandate Cost Block	\$ 18 - \$ 50
Other State Revenue	<i>varies</i>

- Other revenue from the State often provides funding for specific purposes and can vary widely based on program participation.
- While these funds supplement the core LCFF funding, many have required applications, restrictions on spending, and may vary from year to year.



Federal Revenue

Funding Source	Amount per Student
Special Education	\$ 125
Title Funds	<i>varies</i>
ESSER II & III	<i>varies</i>

- Federal revenue almost always comes with significant restrictions and non-financial programmatic requirements.
- Many of the grants are less predictable in both award amounts and timing of payments.
- Federal revenue can be a great supplement but schools should be fully aware of all requirements prior to applying for or accepting funds.

III. FUNDING DETERMINATION

SB740 Spending Requirements

- At least 40 percent of total public revenues must be spent on Instructional Certificated Salaries and Benefits, *AND*
- At least 80 percent of total revenues must be spent on Instruction and Instruction-Related Services, *AND*
- The Pupil to Teacher Ratio (PTR) cannot exceed:
 - 25 to 1 or
 - Equivalent PTR of the largest unified school district in county or counties in which the charter school operates



SB740 Funding Levels

Funding Level	Certificated Salary and Benefits	Instructional Spending (incl. cert. salaries and benefits)	Pupil : Teacher Ratio
100%	= or > 40% AND	= or > 80% AND	25:1
85%	= or > 40% AND	= or > 40%	N/A
70%	= or > 35% AND	= or > 80%	N/A
Zero	< 35% OR	< 60%	N/A

CHARTER IMPACT

Empowering charter schools and non-profits with
financial management and operational support.

OFFICE:

888.474.0322

8500 BALBOA BLVD., SUITE 140
NORTHRIDGE, CA 91325

WWW.CHARTERIMPACT.COM

Coversheet

July Financials

Section:	II. Annual Board Training
Item:	B. July Financials
Purpose:	FYI
Submitted by:	
Related Material:	22.07-PCA - Board Presentation.pdf



Pacific Coast Academy

Monthly Financial Presentation – July 2022

Highlights

Highlights

- Revenue increased by \$2.7M
- Expenses decreased by \$110K
- Projected surplus for year-end is \$5.4M
- No outstanding factoring or projected future factoring

Compliance and Reporting

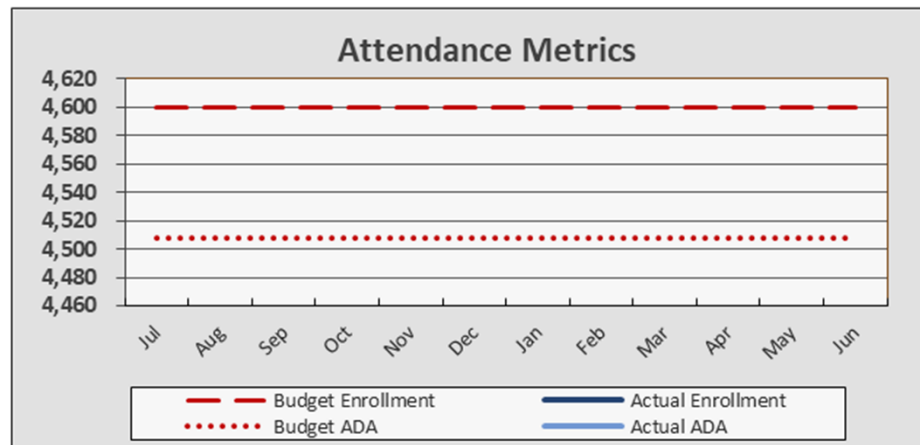
- PTR is well above the requirement minimum
- 80% Instructional spending has fallen out of compliance due to increased revenue

Pupil:Teacher Ratio	
19.86	:1

Cert.	Instr.
52.5%	77.9%
6,838,165	(1,178,305)

Attendance

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Average Enrollment	n/a	4600	4600
ADA	n/a	4508	4508
Attendance Rate	n/a	98.0%	98.0%
Unduplicated %	n/a	39.0%	39.0%
Revenue per ADA		\$12,705	\$12,095
Expenses per ADA		\$11,511	\$11,534



- ADA will change based on enrollment and attendance this year

Revenue

- Revenue projections increased by \$2.7M, driven by the increased COLA (12.84%) approved in the state budget

Revenue

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 2,275,126	\$ 2,128,991	\$ 146,135
Federal Revenue	-	26,342	(26,342)
Other State Revenue	173,277	171,747	1,530
Other Local Revenue	13,846	-	13,846
Total Revenue	\$ 2,462,249	\$ 2,327,079	\$ 135,171

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 48,381,988	\$ 45,689,297	\$ 2,692,691
Federal Revenue	3,806,628	3,803,810	2,818
Other State Revenue	5,072,792	5,032,671	40,121
Other Local Revenue	13,846	-	13,846
Total Revenue	\$ 57,275,254	\$ 54,525,778	\$ 2,749,476

Expenses

- Expenses decreased \$110K
- Salaries and Benefits: -\$375K to match current staffing levels
- Software: +\$295K, driven by digital books

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 557,667	\$ 464,589	\$ (93,078)	\$ 20,814,609	\$ 21,442,791	\$ 628,182
Classified Salaries	282,587	277,573	(5,014)	3,601,281	3,608,905	7,624
Benefits	612,200	406,588	(205,612)	8,879,760	8,612,722	(267,038)
Books and Supplies	510,143	260,983	(249,160)	8,956,275	8,632,671	(323,605)
Subagreement Services	4,176	291,520	287,343	6,530,125	6,628,836	98,711
Operations	38,133	41,533	3,400	495,000	498,400	3,400
Facilities	33,653	31,867	(1,786)	384,186	382,400	(1,786)
Professional Services	121,396	151,900	30,504	2,196,483	2,156,135	(40,347)
Depreciation	491	2,857	2,366	31,920	34,286	2,366
Interest	-	-	-	-	-	-
Total Expenses	\$ 2,160,446	\$ 1,929,410	\$ (231,037)	\$ 51,889,639	\$ 51,997,146	\$ 107,507

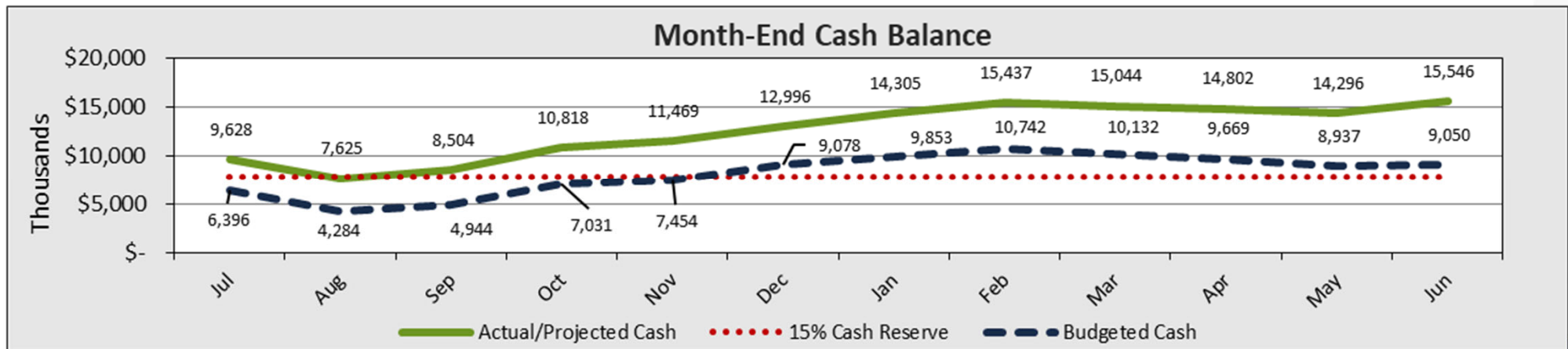
Fund Balance

- Year-end surplus forecast increased by \$2.9M to \$5.4M
- Projected end of year fund balance exceeds State requirements of 3% and Authorizer requirement of 5%.

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 301,803	\$ 397,669	\$ (95,866)	\$ 5,385,615	\$ 2,528,632	\$ 2,856,983
Beginning Fund Balance	<u>8,581,739</u>	<u>8,581,739</u>		<u>8,581,739</u>	<u>8,581,739</u>	
Ending Fund Balance	<u>\$ 8,883,543</u>	<u>\$ 8,979,408</u>		<u>\$ 13,967,354</u>	<u>\$ 11,110,372</u>	
<i>As a % of Annual Expenses</i>	17.1%	17.3%		26.9%	21.4%	

Cash Balance

- 7/31 cash balance: **\$9.6M**
- No projected factoring/borrowing



Appendices

- Forecast 22-23 / Monthly Cash Flow
- Budget vs. Actuals
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging

The Cottonwood School

Forecast FY22-23

Revised 8/18/2022

ADA = 2743.96



Revenues

State Aid - Revenue Limit

8011 LCFF State Aid	-	1,003,564	1,003,564	1,806,415	1,806,415	1,806,415	1,806,415	1,806,415	2,383,513	2,383,513	2,383,513	2,383,513	3,177,337	23,750,591	21,808,196	1,942,395
8012 Education Protection Account	-	-	-	137,200	-	-	137,200	-	-	137,200	-	-	137,200	548,800	548,800	-
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096 In Lieu of Property Taxes	-	311,236	622,471	414,981	414,981	414,981	414,981	414,981	974,794	487,397	487,397	487,397	487,311	5,932,908	6,000,634	(67,726)
	-	1,314,799	1,626,035	2,358,596	2,221,396	2,221,396	2,358,596	2,221,396	3,358,307	3,008,110	2,870,910	2,870,910	3,801,848	30,232,299	28,357,630	1,874,668

Federal Revenue

8181 Special Education - Entitlement	-	14,395	14,395	25,910	25,910	25,910	25,910	25,910	34,188	34,188	34,188	34,188	34,188	329,280	329,280	-
8290 Title I, Part A - Basic Low Income	-	-	72,859	-	-	218,576	-	-	-	-	-	-	-	291,434	291,434	-
8291 Title II, Part A - Teacher Quality	-	-	14,350	-	-	43,049	-	-	-	-	-	-	-	57,399	57,399	-
8293 Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	37,174	-	37,174	37,174	-
8294 Title V, Part B - PCSG	-	-	-	-	58,852	-	-	-	-	-	-	-	-	58,852	58,852	-
8296 Other Federal Revenue	-	-	456,715	-	-	456,715	-	-	456,715	-	-	456,715	-	1,826,860	1,826,860	-
8299 Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	14,395	558,318	25,910	84,762	744,250	25,910	25,910	490,903	34,188	34,188	528,077	34,188	2,600,999	2,600,999	-

Other State Revenue

8311 State Special Education	93,005	93,853	168,935	168,935	168,935	168,935	168,935	223,075	223,075	223,075	223,075	223,075	-	2,146,906	2,146,906	-
8550 Mandated Cost	-	-	-	-	-	60,253	-	-	-	-	-	-	-	60,253	60,253	-
8560 State Lottery	-	-	-	-	-	-	136,749	-	-	136,749	-	-	352,135	625,632	625,632	-
8598 Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599 Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	200,539	-	200,539	200,539	-
	93,005	93,853	168,935	168,935	168,935	229,188	305,684	223,075	223,075	359,823	223,075	423,613	352,135	3,033,329	3,033,329	-

Other Local Revenue

8980 Contributions, Unrestricted	332	-	-	-	-	-	-	-	-	-	-	-	-	332	-	332
	332	-	-	-	-	-	-	-	-	-	-	-	-	332	-	332

Total Revenue

	93,337	1,423,047	2,353,288	2,553,441	2,475,093	3,194,833	2,690,190	2,470,380	4,072,285	3,402,121	3,128,173	3,822,600	4,188,171	35,866,958	33,991,958	1,875,000
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Expenses

Certificated Salaries

1100 Teachers' Salaries	795,291	805,886	805,886	805,886	805,886	805,886	805,886	805,886	805,886	805,886	805,886	805,886	290,119	9,950,155	9,670,631	(279,524)
1175 Teachers' Extra Duty/Stipends	26,955	-	113,888	113,888	113,888	113,888	113,888	113,888	113,888	113,888	113,888	113,888	34,166	1,200,001	1,138,879	(61,122)
1200 Pupil Support Salaries	124,287	107,684	107,684	107,684	107,684	107,684	107,684	107,684	107,684	107,684	107,684	107,684	38,766	1,347,579	1,292,209	(55,370)
1300 Administrators' Salaries	135,948	150,375	150,375	150,375	150,375	150,375	150,375	150,375	150,375	150,375	150,375	150,375	54,135	1,844,208	1,804,500	(39,708)
1900 Other Certificated Salaries	54,899	25,533	25,533	25,533	25,533	25,533	25,533	25,533	25,533	25,533	25,533	25,533	9,192	344,957	306,400	(38,557)
	1,137,381	1,089,478	1,203,366	1,203,366	1,203,366	1,203,366	1,203,366	1,203,366	1,203,366	1,203,366	1,203,366	1,203,366	426,379	14,686,900	14,121,619	(474,281)

Classified Salaries

2200 Support Salaries	99,979	60,940	60,940	60,940	60,940	60,940	60,940	60,940	60,940	60,940	60,940	60,940	21,939	792,262	731,285	(60,977)
2300 Classified Administrators' Salaries	13,088	9,333	9,333	9,333	9,333	9,333	9,333	9,333	9,333	9,333	9,333	9,333	3,360	119,115	112,000	(7,115)
2400 Clerical and Office Staff Salaries	30,791	85,676	85,676	85,676	85,676	85,676	85,676	85,676	85,676	85,676	85,676	85,676	30,843	1,004,066	1,028,107	24,041
	143,858	155,949	155,949	155,949	155,949	155,949	155,949	155,949	155,949	155,949	155,949	155,949	56,142	1,915,442	1,871,392	(44,050)

Benefits

3101 STRS	213,091	201,371	222,421	222,421	222,421	222,421	222,421	222,421	222,421	222,421	222,421	222,421	34,110	2,672,779	2,714,610	41,831
3301 OASDI	8,553	9,446	9,446	9,446	9,446	9,446	9,446	9,446	9,446	9,446	9,446	9,446	3,481	115,945	116,026	81
3311 Medicare	18,098	17,495	19,095	19,095	19,095	19,095	19,095	19,095	19,095	19,095	19,095	19,095	6,997	233,536	233,218	(318)
3401 Health and Welfare	102,523	148,833	148,833	148,833	148,833	148,833	148,833	148,833	148,833	148,833	148,833	148,833	-	1,739,689	1,786,000	46,311
3501 State Unemployment	6,653	4,851	4,851	4,851	4,851	24,255	19,404	9,702	4,851	4,851	4,851	4,851	-	98,822	97,020	(1,802)
3601 Workers' Compensation	6,695	16,892	18,436	18,436	18,436	18,436	18,436	18,436	18,436	18,436	18,436	18,436	-	207,950	225,176	17,227
3901 Other Benefits	-	7,019	7,661	7,661	7,661	7,661	7,661	7,661	7,661	7,661	7,661	7,661	-	83,629	93,570	9,940
	355,613	405,907	430,744	430,744	430,744	430,744	450,148	445,297	435,595	430,744	430,744	430,744	44,588	5,152,351	5,265,620	113,270

Books and Supplies

4200 Books and Reference Materials	-	342	342	342	342	342	342	342	342	342	342	342	-	3,758	4,100	342
4302 School Supplies	120,255	135,028	286,540	216,759	201,105	165,038	103,008	142,355	953,624	848,670	322,738	494,015	-	3,989,135	3,979,038	(10,098)
4305 Student Software	183,104	69,183	69,183	69,183	69,183	69,183	69,183	69,183	69,183	69,183	69,183	69,183	-	944,121	830,200	(113,921)
4306 Operational Software	-	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	-	12,100	13,200	1,100
4310 Office Expense	17,979	6,692	6,692	6,692	6,692	6,692	6,692	6,692	6,692	6,692	6,692	6,692	-	91,587	80,300	(11,287)
4311 Business Meals	-	8	8	8	8	8	8	8	8	8	8	8	-	92	100	8
4314 Classroom Supplies	191	283	283	283	283	283	283	283	283	283	283	283	-	3,308	3,400	92
4315 Health Supplies	-	8	8	8	8	8	8	8	8	8	8	8	-	92	100	8
4401 Student Noncap Equipment	254,561	21,003	44,569	33,715	31,280	25,670	16,022	22,142	148,329	132,004	50,199	76,840	-	856,334	853,534	(2,800)
4402 School Noncap Equipment	47,620	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	-	276,787	250,000	(26,787)
	623,711	254,481	429,559	348,924	330,835	289,158	217,480	262,948	1,200,403	1,079,124	471,387	669,305	-	6,177,314	6,013,971	(163,343)

Subagreement Services

5102 Special Education	-	65,267	65,267	65,267	65,267	65,267	65,267	65,267	65,267	65,267	65,267	65,267	-	717,933	783,200	65,267
5103 Substitute Teacher	-	208	208	208	208	208	208	208	208	208	208	208	-	2,292	2,500	208
5106 Other Educational Consultants	2,280	70,908	150,471	113,827	105,607	86,667	54,093	74,755	500,779	445,664	169,480	259,423	-	2,033,954	2,028,806	(5,148)
	2,280	136,383	215,946	179,302	171,082	152,142	119,568	140,230	566,254	511,139	234,955	324,898	-	2,754,179	2,814,506	60,327

The Cottonwood School

Forecast FY22-23

Revised 8/18/2022

ADA = 2743.96



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Operations and Housekeeping																
5201 Auto and Travel	-	16,650	16,650	16,650	16,650	16,650	16,650	16,650	16,650	16,650	16,650	16,650	-	183,150	199,800	16,650
5202 Conference Fees	6,227	-	-	-	-	-	-	-	-	-	-	-	-	6,227	-	(6,227)
5300 Dues & Memberships	1,438	675	675	675	675	675	675	675	675	675	675	675	-	8,863	8,100	(763)
5400 Insurance	14,935	21,983	21,983	21,983	21,983	21,983	21,983	21,983	21,983	21,983	21,983	21,983	-	256,752	263,800	7,048
5500 Operations and Housekeeping	97	17	17	17	17	17	17	17	17	17	17	17	-	280	200	(80)
5501 Utilities	1,382	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	-	28,332	29,400	1,068
5502 Janitorial Services	-	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	-	36,300	39,600	3,300
5516 Miscellaneous Expense	10,000	2,242	2,242	2,242	2,242	2,242	2,242	2,242	2,242	2,242	2,242	2,242	-	34,658	26,900	(7,758)
5900 Communications	-	8,275	8,275	8,275	8,275	8,275	8,275	8,275	8,275	8,275	8,275	8,275	-	91,025	99,300	8,275
5901 Postage and Shipping	100	4,233	4,233	4,233	4,233	4,233	4,233	4,233	4,233	4,233	4,233	4,233	-	46,667	50,800	4,133
	34,179	59,825	59,825	59,825	59,825	59,825	59,825	59,825	59,825	59,825	59,825	59,825	-	692,254	717,900	25,647
Facilities, Repairs and Other Leases																
5601 Rent	19,482	20,095	20,095	20,095	20,095	20,095	20,095	20,095	20,095	20,095	20,095	20,095	-	240,524	241,137	613
5603 Equipment Leases	-	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	-	18,333	20,000	1,667
5610 Repairs and Maintenance	-	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	-	12,833	14,000	1,167
	19,482	22,928	22,928	22,928	22,928	22,928	22,928	22,928	22,928	22,928	22,928	22,928	-	271,691	275,137	3,446
Professional/Consulting Services																
5801 IT	-	25,575	25,575	25,575	25,575	25,575	25,575	25,575	25,575	25,575	25,575	25,575	-	281,325	306,900	25,575
5802 Audit & Taxes	-	-	-	4,000	4,000	4,000	-	-	-	-	-	-	-	12,000	12,000	-
5803 Legal	-	9,975	9,975	9,975	9,975	9,975	9,975	9,975	9,975	9,975	9,975	9,975	-	109,725	119,700	9,975
5804 Professional Development	1,428	5,917	5,917	5,917	5,917	5,917	5,917	5,917	5,917	5,917	5,917	5,917	-	66,511	71,000	4,489
5805 General Consulting	-	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	-	19,433	21,200	1,767
5806 Special Activities/Field Trips	528	8,207	17,415	13,174	12,222	10,030	6,260	8,652	57,958	51,579	19,615	30,024	-	235,664	235,068	(597)
5807 Bank Charges	616	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	-	14,824	15,500	676
5808 Printing	-	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	-	12,008	13,100	1,092
5809 Other taxes and fees	-	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	1,508	-	16,592	18,100	1,508
5810 Payroll Service Fee	617	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	-	21,242	22,500	1,259
5811 Management Fee	49,572	52,306	52,306	52,306	52,306	52,306	52,306	52,306	52,306	52,306	52,306	52,306	-	624,938	594,859	(30,079)
5812 District Oversight Fee	-	13,148	16,260	23,586	22,214	22,214	23,586	22,214	33,583	30,081	28,709	28,709	38,018	302,323	283,576	(18,747)
5813 County Fees	437	-	-	-	-	-	-	-	-	-	-	-	-	437	-	(437)
5815 Public Relations/Recruitment	29	350	350	350	350	350	350	350	350	350	350	350	-	3,879	4,200	321
	53,226	123,010	135,331	142,416	140,092	137,900	131,502	132,522	193,197	183,316	149,980	160,389	38,018	1,720,901	1,717,703	(3,198)
Depreciation																
6900 Depreciation Expense	2,401	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	-	50,343	52,300	1,957
	2,401	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	-	50,343	52,300	1,957
Interest																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	2,372,130	2,252,320	2,658,006	2,547,812	2,519,180	2,456,371	2,365,125	2,427,423	3,841,875	3,650,749	2,733,493	3,031,763	565,126	33,421,374	32,941,148	(480,226)
Monthly Surplus (Deficit)	(2,278,793)	(829,274)	(304,718)	5,629	(44,087)	738,462	325,065	42,957	230,409	(248,628)	394,680	790,837	3,623,044	2,445,584	1,050,810	1,394,774
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(2,278,793)	(829,274)	(304,718)	5,629	(44,087)	738,462	325,065	42,957	230,409	(248,628)	394,680	790,837	3,623,044	2,445,584		
Cash flows from operating activities																
Depreciation/Amortization	2,401	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	4,358	-	50,343		
Public Funding Receivables	2,659,804	-	-	713,236	-	-	(454,749)	-	-	-	-	-	(4,188,171)	(1,269,880)		
Grants and Contributions Rec.	3,887	-	-	-	-	-	-	-	-	-	-	-	-	3,887		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Prepaid Expenses	13,551	-	-	-	-	-	-	-	-	-	-	-	-	13,551		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(247,851)	-	-	-	-	-	-	-	-	-	-	-	565,126	317,276		
Accrued Expenses	65,469	-	-	-	-	-	-	-	-	-	-	-	-	65,469		
Deferred Revenue	93,677	-	-	-	-	-	-	-	-	-	-	-	-	93,677		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	-	(50,000)	-	(500,000)		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Change in Cash	312,145	(874,915)	(350,360)	673,223	(89,728)	692,821	(175,326)	(2,685)	184,767	(294,270)	399,038	745,196				
Cash, Beginning of Month	3,659,069	3,971,214	3,096,299	2,745,939	3,419,162	3,329,434	4,022,254	3,846,928	3,844,244	4,029,011	3,734,742	4,133,780				
Cash, End of Month	3,971,214	3,096,299	2,745,939	3,419,162	3,329,434	4,022,254	3,846,928	3,844,244	4,029,011	3,734,742	4,133,780	4,878,975				

Cert.	Instr.
49.7%	80.1%
3,469,070	24,478

Pupil:Teacher Ratio
19.46 :1

The Cottonwood School**Budget vs Actual**

For the period ended July 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,808,196
Education Protection Account	-	-	-	-	-	-	548,800
In Lieu of Property Taxes	-	-	-	-	-	-	6,000,634
Total State Aid - Revenue Limit	-	-	-	-	-	-	28,357,630
Federal Revenue							
Federal Special Education - IDEA	-	-	-	-	-	-	329,280
Title I, Part A - Basic Low Income	-	-	-	-	-	-	291,434
Title II, Part A - Teacher Quality	-	-	-	-	-	-	57,399
Title III - Limited English	-	-	-	-	-	-	37,174
Title V, Part B - Charter School Grants	-	-	-	-	-	-	58,852
Other Federal Revenue	-	-	-	-	-	-	1,826,860
Total Federal Revenue	-	-	-	-	-	-	2,600,999
Other State Revenue							
State Special Education - AB602	93,005	-	93,005	93,005	-	93,005	2,146,906
Mandate Block Grant	-	-	-	-	-	-	60,253
State - State Lottery	-	-	-	-	-	-	625,632
State - Other State Revenue	-	-	-	-	-	-	200,539
Total Other State Revenue	93,005	-	93,005	93,005	-	93,005	3,033,329
Other Local Revenue							
Contributions, Unrestricted	332	-	332	332	-	332	-
Total Other Local Revenue	332	-	332	332	-	332	-
Total Revenues	\$ 93,337	\$ -	\$ 93,337	\$ 93,337	\$ -	\$ 93,337	\$ 33,991,958
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	\$ 795,291	\$ 805,886	\$ 10,595	\$ 795,291	\$ 805,886	\$ 10,595	\$ 9,670,631
Certificated Teachers' Extra Duties/Stipends	26,955	-	(26,955)	26,955	-	(26,955)	1,138,879
Certificated Pupil Support Salaries	124,287	107,684	(16,603)	124,287	107,684	(16,603)	1,292,209
Certificated Supervisors' and Administrators' Sa	135,948	150,375	14,427	135,948	150,375	14,427	1,804,500
Other Certificated Salaries	54,899	25,533	(29,365)	54,899	25,533	(29,365)	306,400
Total Certificated Salaries	1,137,381	1,089,478	(47,903)	1,137,381	1,089,478	(47,903)	14,212,619
Classified Salaries							
Classified Support Salaries	99,979	60,940	(39,038)	99,979	60,940	(39,038)	731,285
Classified Supervisors' and Administrators' Salari	13,088	9,333	(3,755)	13,088	9,333	(3,755)	112,000
Clerical, Technical, and Office Staff Salaries	30,791	85,676	54,884	30,791	85,676	54,884	1,028,107
Total Classified Salaries	143,858	155,949	12,092	143,858	155,949	12,092	1,871,392
Benefits							
State Teachers' Retirement System, certificated	213,091	208,090	(5,001)	213,091	208,090	(5,001)	2,714,610
OASDI/Medicare/Alternative, certificated positi	8,553	9,669	1,116	8,553	9,669	1,116	116,026
Medicare certificated positions	18,098	18,059	(39)	18,098	18,059	(39)	233,218
Health and Welfare Benefits, certificated positi	102,523	148,833	46,311	102,523	148,833	46,311	1,786,000
State Unemployment Insurance, certificated po	6,653	4,851	(1,802)	6,653	4,851	(1,802)	97,020
Workers' Compensation Insurance, certificated	6,695	17,436	10,741	6,695	17,436	10,741	225,176
Other Benefits, certificated positions	-	7,245	7,245	-	7,245	7,245	93,570
Total Benefits	355,613	414,184	58,571	355,613	414,184	58,571	5,265,620
Books & Supplies							
Books and Other Reference Materials	-	342	342	-	342	342	4,100
School Supplies	120,255	31,941	(88,314)	120,255	31,941	(88,314)	3,979,038
Software	183,104	69,183	(113,921)	183,104	69,183	(113,921)	830,200
Operational Software	-	1,100	1,100	-	1,100	1,100	13,200
Office Expense	17,979	6,692	(11,287)	17,979	6,692	(11,287)	80,300
Business Meals	-	8	8	-	8	8	100
Classroom Supplies	191	283	92	191	283	92	3,400
Health Supplies	-	8	8	-	8	8	100
Student - Non-Cap Equipment	254,561	6,852	(247,709)	254,561	6,852	(247,709)	853,534
School Non-Cap Equipment	47,620	20,833	(26,787)	47,620	20,833	(26,787)	250,000
Total Books & Supplies	623,711	137,243	(486,468)	623,711	137,243	(486,468)	6,013,971
Subagreement Services							
Special Education	-	65,267	65,267	-	65,267	65,267	783,200

The Cottonwood School**Budget vs Actual**

For the period ended July 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Substitute Teacher	-	208	208	-	208	208	2,500
Other Educational Consultants	2,280	16,286	14,006	2,280	16,286	14,006	2,028,806
Total Subagreement Services	2,280	81,761	79,481	2,280	81,761	79,481	2,814,506
Operations & Housekeeping							
Auto and Travel Expense	-	16,650	16,650	-	16,650	16,650	199,800
Conference Fees	6,227	-	(6,227)	6,227	-	(6,227)	-
Dues & Memberships	1,438	675	(763)	1,438	675	(763)	8,100
Insurance	14,935	21,983	7,048	14,935	21,983	7,048	263,800
Operations and Housekeeping	97	17	(80)	97	17	(80)	200
Utilities	1,382	2,450	1,068	1,382	2,450	1,068	29,400
Janitorial/Trash Removal	-	3,300	3,300	-	3,300	3,300	39,600
Miscellaneous Expense	10,000	2,242	(7,758)	10,000	2,242	(7,758)	26,900
Communications	-	8,275	8,275	-	8,275	8,275	99,300
Postage and Shipping	100	4,233	4,133	100	4,233	4,133	50,800
Total Operations & Housekeeping	34,179	59,825	25,647	34,179	59,825	25,647	717,900
Facilities, Repairs & Other Leases							
Rent	19,482	20,095	613	19,482	20,095	613	241,137
Equipment Leases	-	1,667	1,667	-	1,667	1,667	20,000
Repairs and Maintenance	-	1,167	1,167	-	1,167	1,167	14,000
Total Facilities, Repairs & Other Leases	19,482	22,928	3,446	19,482	22,928	3,446	275,137
Professional/Consulting Services							
IT	-	25,575	25,575	-	25,575	25,575	306,900
Audit and Tax	-	-	-	-	-	-	12,000
Legal	-	9,975	9,975	-	9,975	9,975	119,700
Professional Development	1,428	5,917	4,489	1,428	5,917	4,489	71,000
General Consulting	-	1,767	1,767	-	1,767	1,767	21,200
Special Activities	528	1,887	1,359	528	1,887	1,359	235,068
Bank Charges	616	1,292	676	616	1,292	676	15,500
Printing	-	1,092	1,092	-	1,092	1,092	13,100
Other Taxes and Fees	-	1,508	1,508	-	1,508	1,508	18,100
Payroll Service Fee	617	1,875	1,259	617	1,875	1,259	22,500
Management Fee	49,572	49,572	(0)	49,572	49,572	(0)	594,859
District Oversight Fee	-	-	-	-	-	-	283,576
County Fees	437	-	(437)	437	-	(437)	-
Public Relations	29	350	321	29	350	321	4,200
Scholarship Expense	-	-	-	-	-	-	-
Total Professional/Consulting Services	53,226	100,809	47,583	53,226	100,809	47,583	1,717,703
Depreciation							
Depreciation Expense	2,401	4,358	1,957	2,401	4,358	1,957	52,300
Total Depreciation	2,401	4,358	1,957	2,401	4,358	1,957	52,300
Total Expenses	\$ 2,372,130	\$ 2,066,535	\$ (305,595)	\$ 2,372,130	\$ 2,066,535	\$ (305,595)	\$ 32,941,149
Change in Net Assets	(2,278,793)	(2,066,535)	(212,258)	(2,278,793)	(2,066,535)	(212,258)	1,050,809
Net Assets, Beginning of Period	6,421,577			6,421,577			
Net Assets, End of Period	\$ 4,142,783			\$ 4,142,783			

The Cottonwood School

Statement of Financial Position

July 31, 2022

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Unrestricted Cash	\$ 3,115,627	\$ 3,659,069	\$ (543,442)	-15%
Restricted Cash	855,587	-	855,587	0%
Total Cash & Cash Equivalents	3,971,214	3,659,069	312,145	9%
Accounts Receivable	28,636	32,523	(3,887)	-12%
Public Funding Receivables	1,435,783	4,095,587	(2,659,804)	-65%
Factored Receivables	-	-	-	0%
Prepaid Expenses	529,716	543,267	(13,551)	-2%
Total Current Assets	5,965,349	8,330,446	(2,365,097)	-28%
Long-Term Assets				
Property & Equipment, Net	158,982	161,383	(2,401)	-1%
Deposits	347,143	347,143	-	0%
Total Long Term Assets	506,125	508,526	(2,401)	0%
Total Assets	\$ 6,471,474	\$ 8,838,972	\$ (2,367,498)	-27%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 30,380	\$ 278,231	\$ (247,851)	-89%
Accrued Liabilities	1,442,723	1,377,254	65,469	5%
Deferred Revenue	855,587	761,910	93,677	12%
Total Current Liabilities	2,328,691	2,417,395	(88,705)	-4%
Total Liabilities	2,328,691	2,417,395	(88,705)	-4%
Total Net Assets	4,142,783	6,421,577	(2,278,793)	-35%
Total Liabilities and Net Assets	\$ 6,471,474	\$ 8,838,972	\$ (2,367,498)	-27%

The Cottonwood School

Statement of Cash Flows

For the period ended July 31, 2022

	Month Ended 07/31/22	YTD Ended 07/31/22
Cash Flows from Operating Activities		
Change in Net Assets	\$ (2,278,793)	\$ (2,278,793)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	2,401	2,401
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	2,659,804	2,659,804
Grants, Contributions & Pledges Receivable	3,887	3,887
Prepaid Expenses	13,551	13,551
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	(247,851)	(247,851)
Accrued Expenses	65,469	65,469
Deferred Revenue	93,677	93,677
Total Cash Flows from Operating Activities	312,145	312,145
Change in Cash & Cash Equivalents	312,145	312,145
Cash & Cash Equivalents, Beginning of Period	3,659,069	3,659,069
Cash and Cash Equivalents, End of Period	\$ 3,971,214	\$ 3,971,214

Cottonwood Charter

Check Register, Wells Fargo Bank account x9482

For the period ended July 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
16311	El Dorado County Office of Education	7/1/2022	\$ 247,850.61
16312	California State Disbursement Unit	7/13/2022	515.00
16313	Franchise Tax Board	7/13/2022	50.00
16314	Voya Financial FBO CalSTRS Pension2	7/15/2022	15,943.01
16315	California State Disbursement Unit	7/26/2022	515.00
16316	Franchise Tax Board	7/26/2022	50.00
16317	Voya Financial FBO CalSTRS Pension2	7/31/2022	17,102.01
ACH	The Advantage Group	7/13/2022	2,833.25
ACH	The Advantage Group	7/26/2022	2,671.55
ACH	Amazon Capital Services, Inc.	7/1/2022	39.67
ACH	Amazon Capital Services, Inc.	7/1/2022	27.93
ACH	Annie's Wholesale	7/1/2022	100.09
ACH	Charter Impact, Inc.	7/1/2022	49,572.00
ACH	Fran Hubbard	7/1/2022	2,680.00
ACH	Rainbow Resource Center	7/1/2022	43.16
ACH	Renaissance	7/1/2022	46,036.27
ACH	Amazon Capital Services, Inc.	7/5/2022	7.60
ACH	Amazon Capital Services, Inc.	7/11/2022	16.15
ACH	Amazon Capital Services, Inc.	7/11/2022	315.64
ACH	Amazon Capital Services, Inc.	7/11/2022	19.19
ACH	Amazon Capital Services, Inc.	7/11/2022	506.25
ACH	Amazon Capital Services, Inc.	7/11/2022	22.83
ACH	Amazon Capital Services, Inc.	7/11/2022	67.67
ACH	Amazon Capital Services, Inc.	7/11/2022	70.68
ACH	Amazon Capital Services, Inc.	7/11/2022	15.00
ACH	Amazon Capital Services, Inc.	7/11/2022	11.84
ACH	Amazon Capital Services, Inc.	7/11/2022	182.15
ACH	Amazon Capital Services, Inc.	7/11/2022	62.88
ACH	Amazon Capital Services, Inc.	7/11/2022	469.56
ACH	Amazon Capital Services, Inc.	7/11/2022	136.74
ACH	Amazon Capital Services, Inc.	7/11/2022	926.64
ACH	Amazon Capital Services, Inc.	7/11/2022	340.88
ACH	Amazon Capital Services, Inc.	7/11/2022	486.96
ACH	Amazon Capital Services, Inc.	7/11/2022	280.83
ACH	Amazon Capital Services, Inc.	7/11/2022	675.52
ACH	Amazon Capital Services, Inc.	7/11/2022	212.57
ACH	Amazon Capital Services, Inc.	7/11/2022	66.90
ACH	Amazon Capital Services, Inc.	7/11/2022	165.50
ACH	Amazon Capital Services, Inc.	7/11/2022	102.67
ACH	Amazon Capital Services, Inc.	7/11/2022	13.04
ACH	Amazon Capital Services, Inc.	7/11/2022	214.96
ACH	Amazon Capital Services, Inc.	7/11/2022	21.52
ACH	Amazon Capital Services, Inc.	7/11/2022	67.60
ACH	Amazon Capital Services, Inc.	7/11/2022	218.64
ACH	Amazon Capital Services, Inc.	7/11/2022	26.94
ACH	ACC Business	7/12/2022	1,792.93
ACH	All About Learning Press, Inc.	7/12/2022	356.74
ACH	Amazon Capital Services, Inc.	7/12/2022	61.08
ACH	Amazon Capital Services, Inc.	7/12/2022	743.83
ACH	Amazon Capital Services, Inc.	7/12/2022	34.30
ACH	Amazon Capital Services, Inc.	7/12/2022	370.93
ACH	Amazon Capital Services, Inc.	7/12/2022	707.50
ACH	Amazon Capital Services, Inc.	7/12/2022	58.20
ACH	Amazon Capital Services, Inc.	7/12/2022	1,750.15
ACH	Amazon Capital Services, Inc.	7/12/2022	10.76
ACH	Amazon Capital Services, Inc.	7/12/2022	609.80
ACH	Amazon Capital Services, Inc.	7/12/2022	163.11
ACH	Amazon Capital Services, Inc.	7/12/2022	932.59
ACH	Amazon Capital Services, Inc.	7/12/2022	9.64
ACH	Amazon Capital Services, Inc.	7/12/2022	169.13
ACH	Amazon Capital Services, Inc.	7/12/2022	365.33
ACH	Ballet Rejoice School for the Arts	7/12/2022	630.00
ACH	Blackbird & Company	7/12/2022	213.75
ACH	Donna Dexter	7/12/2022	208.00
ACH	El Dorado Building Association	7/12/2022	1,201.10
ACH	Grade Power Learning, Elk Grove	7/12/2022	299.00
ACH	Hoffman Academy of Music	7/12/2022	143.00
ACH	Kovar's Satori Academy of Martial Arts - Laguna	7/12/2022	438.00
ACH	Laura Chiappe	7/12/2022	24.42
ACH	NewSongs Music	7/12/2022	150.00
ACH	Peace Hill Press, Inc. dba Well Trained Mind Press	7/12/2022	125.50
ACH	Peace Hill Press, Inc. dba Well Trained Mind Press	7/12/2022	109.50
ACH	Peace Hill Press, Inc. dba Well Trained Mind Press	7/12/2022	48.29
ACH	Peace Hill Press, Inc. dba Well Trained Mind Press	7/12/2022	164.12
ACH	Peace Hill Press, Inc. dba Well Trained Mind Press	7/12/2022	123.50
ACH	Peace Hill Press, Inc. dba Well Trained Mind Press	7/12/2022	111.50
ACH	Winsor Learning, Inc	7/12/2022	7,731.00
ACH	Advanced IPM	7/13/2022	97.00
ACH	Amazon Capital Services, Inc.	7/13/2022	1,512.62
ACH	Amazon Capital Services, Inc.	7/13/2022	719.42
ACH	Amazon Capital Services, Inc.	7/13/2022	1,152.97
ACH	Amazon Capital Services, Inc.	7/13/2022	574.56
ACH	CSDC Conference Registration	7/13/2022	6,227.00

Cottonwood Charter

Check Register, Wells Fargo Bank account x9482

For the period ended July 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Hear Say Speech and Language Services	7/19/2022	190.00
ACH	International Academy of Science	7/19/2022	35,562.50
ACH	It Takes The Village	7/19/2022	1,050.00
ACH	It Takes The Village	7/19/2022	750.00
ACH	It Takes The Village	7/19/2022	1,050.00
ACH	It Takes The Village	7/19/2022	75.00
ACH	It Takes The Village	7/19/2022	525.00
ACH	It Takes The Village	7/19/2022	150.00
ACH	It Takes The Village	7/19/2022	600.00
ACH	It Takes The Village	7/19/2022	600.00
ACH	It Takes The Village	7/19/2022	337.50
ACH	Jabbergym	7/19/2022	99.00
ACH	Jabbergym	7/19/2022	1,106.00
ACH	Jane Johnson Speech Therapy	7/19/2022	100.00
ACH	Jane Johnson Speech Therapy	7/19/2022	230.00
ACH	John Crowley	7/19/2022	610.97
ACH	Music To Grow On, Music Therapy Services, INC	7/19/2022	330.00
ACH	PresenceLearning, Inc.	7/19/2022	1,450.00
ACH	PresenceLearning, Inc.	7/19/2022	6,334.00
ACH	School Pathways Holdings, LLC	7/19/2022	40,202.60
ACH	School Steps Inc	7/19/2022	330.00
ACH	School Steps Inc	7/19/2022	3,025.00
ACH	Therapeutic Language Clinic, Inc.	7/19/2022	960.00
ACH	Therapeutic Language Clinic, Inc.	7/19/2022	60.00
ACH	Therapeutic Language Clinic, Inc.	7/19/2022	360.00
ACH	Total Education Solutions	7/19/2022	231.75
ACH	Blue Granite Climbing Gym	7/21/2022	400.00
ACH	Boyko Ranch LLC	7/21/2022	650.00
ACH	Boyko Ranch LLC	7/21/2022	650.00
ACH	Coralie Harless	7/21/2022	40.00
ACH	Donna Nelson	7/21/2022	35.00
ACH	Elena Nosov	7/21/2022	180.00
ACH	Little Passports, Inc.	7/21/2022	123.18
ACH	Amazon Capital Services, Inc.	7/25/2022	25.61
ACH	Amazon Capital Services, Inc.	7/25/2022	42.54
ACH	American River Speech Therapy	7/25/2022	100.00
ACH	American River Speech Therapy	7/25/2022	1,950.00
ACH	Charter Impact, Inc.	7/25/2022	20.00
ACH	Chestnut Nature Kids	7/25/2022	90.00
ACH	Chestnut Nature Kids	7/25/2022	135.00
ACH	Chestnut Nature Kids	7/25/2022	45.00
ACH	Chestnut Nature Kids	7/25/2022	90.00
ACH	Chestnut Nature Kids	7/25/2022	90.00
ACH	Chestnut Nature Kids	7/25/2022	45.00
ACH	Chestnut Nature Kids	7/25/2022	45.00
ACH	Chestnut Nature Kids	7/25/2022	135.00
ACH	Chestnut Nature Kids	7/25/2022	270.00
ACH	Chestnut Nature Kids	7/25/2022	135.00
ACH	Chestnut Nature Kids	7/25/2022	360.00
ACH	Chestnut Nature Kids	7/25/2022	225.00
ACH	Chestnut Nature Kids	7/25/2022	135.00
ACH	Chestnut Nature Kids	7/25/2022	90.00
ACH	Chestnut Nature Kids	7/25/2022	90.00
ACH	El Dorado Building Association	7/25/2022	19,482.00
ACH	Healing Pastures	7/25/2022	110.00
ACH	Healing Pastures	7/25/2022	220.00
ACH	Kovars Martial Arts	7/25/2022	438.00
ACH	Kovars Martial Arts	7/25/2022	438.00
ACH	Specialized Therapy Services, Inc.	7/25/2022	996.25
ACH	Specialized Therapy Services, Inc.	7/25/2022	1,325.00
ACH	TPS Publishing Inc.	7/25/2022	9.35
ACH	Teaching Textbooks	7/25/2022	67.08
ACH	Alec Monterrojas	7/27/2022	135.00
ACH	Charter Impact, Inc.	7/27/2022	616.50
ACH	Cross Road Stables	7/27/2022	180.00
ACH	Edventure	7/27/2022	150.00
ACH	Institute for Excellence in Writing	7/27/2022	333.09
ACH	Institute for Excellence in Writing	7/27/2022	370.81
ACH	Institute for Excellence in Writing	7/27/2022	26.38
ACH	Institute for Excellence in Writing	7/27/2022	323.40
ACH	Jackris Publishing, LLC	7/27/2022	41.39
ACH	James Daniel MacKinnon	7/27/2022	2,800.00
ACH	Kaiser (North)	7/27/2022	31,697.90
ACH	Kaiser (South)	7/27/2022	12,138.52
ACH	Leads to Learning Academic Services	7/27/2022	105.00
ACH	Margie Hartung Music	7/27/2022	160.00
ACH	Premiere School of Dance	7/27/2022	156.00
ACH	Rocking Horse Ranch-Kim Caudill	7/27/2022	1,025.00
ACH	Rocking Horse Ranch-Kim Caudill	7/27/2022	620.00
ACH	Royal Stage Christian Performing Arts	7/27/2022	300.00
ACH	Starfall Education Foundation	7/27/2022	35.00
ACH	Teaching Textbooks	7/27/2022	67.08
ACH	Teaching Textbooks	7/27/2022	67.08
ACH	Teaching Textbooks	7/27/2022	67.08

Cottonwood Charter*Check Register, Wells Fargo Bank account x9482*

For the period ended July 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
ACH	Teaching Textbooks	7/27/2022	122.16
ACH	Teaching Textbooks	7/27/2022	43.08
ACH	Teaching Textbooks	7/27/2022	55.08
ACH	Teaching Textbooks	7/27/2022	67.08
ACH	Teaching Textbooks	7/27/2022	43.08
ACH	Teaching Textbooks	7/27/2022	43.08
ACH	Amazon Capital Services, Inc.	7/28/2022	148.66
ACH	American LogoWear	7/28/2022	10,341.78
ACH	Charter Impact, Inc.	7/28/2022	700.00
ACH	Sutter Health Plus	7/28/2022	69,648.39
ACH	Wilkinson Hadley King Co. Llp	7/28/2022	2,700.00
ACH	7th Dimension LLC	7/29/2022	47,620.37
ACH	7th Dimension LLC	7/29/2022	254,560.56
ACH	Blackdog Graphix	7/29/2022	214.50
ACH	CharterSAFE	7/29/2022	12,562.00
ACH	CharterSAFE	7/29/2022	28,849.00
ACH	Easter Seal Superior CA	7/29/2022	280.00
ACH	Haynes Family of Programs	7/29/2022	3,011.25
ACH	Haynes Family of Programs	7/29/2022	660.00
ACH	Pitney Bowes Inc (Purchase Power)	7/29/2022	494.42
ACH	Roseville Academy of Dance	7/29/2022	100.00
ACH	T-Mobile	7/29/2022	3,600.00
ACH	T-Mobile	7/29/2022	3,600.00
ACH	Verizon Wireless	7/29/2022	4,201.94
ACH	Verizon Wireless	7/29/2022	5,034.24

Total Disbursements in July \$ 1,291,092.50

Coversheet

Legislative Updates

Section:	II. Annual Board Training
Item:	C. Legislative Updates
Purpose:	FYI
Submitted by:	
Related Material:	PCA - 2022 Charter School Legal Updates.pdf



Charter School Legal Updates

August 21, 2022

Merrick Wadsworth, Senior Associate
Procopio, Cory, Hargreaves & Savitch, LLP

TOPICS WE WILL COVER

- Brief Review: selection of last year's laws rolling out in 22-23
- AB 181: Education Budget Trailer Bill
- Digging Deeper: Select New Laws for Charter Schools
- Update on COVID-19 in 22-23
- Update on Charter Appeals to the SBE
- Recent U.S. Supreme Court and AG Opinions
- Pending Bills and Other Updates

Recap: New in 22-23 From Last Year

Rollouts in 22-23

- Universal meals mandate
 - 2 free meals per day; no eligibility threshold (but schools still collect FRL forms)
 - 2-hour threshold?
- TK eligibility rollback continues
 - For 22-23, children whose 5th birthday is between September 2 and February 2 are eligible
 - More TK funding continues: last year's Pre-Kindergarten funding to be spent in 2022-23, plus continuation of Pre-K grant funding and TK LCFF supplement (more in later slides)

4

Rollouts in 22-23 continued

- School start times
 - No earlier than 8:30am for high school, and 8:00am for middle school
 - Exceptions
- Free menstrual products in bathrooms
 - Applies to all schools serving grades 6-12; must post notice of responsible person; must stock all women's, all all-gender, and at least one men's restroom

Reminders: Continuing in 22-23

- Moratorium on new nonclassroom-based schools continues until January 1, 2025
- All charter renewals pushed back until 2024 at earliest
 - Plan ahead for grandfathered resource centers, if applicable
- Reminder on new background check standards applicable as of January 1, 2022
- Dashboard updates: 2022 Dashboard will report “status”
 - Reminder of revised participation penalty

AB 181 and State Budget Bills

State Budget Overview

- The state budget for 22-23 includes highest level of guaranteed funding for TK-12 education ever in California
- LCFF: this year, total **12.84% increase in LCFF base funding** (largest in history).
 - Overview of how LCFF funding works: base, supplemental (add-on funds for certain pupils) , concentration (for schools with high percentage of unduplicated pupils)
 - Total increase includes 6.56% COLA
 - SPED: increased SPED base funding, changes to the base calculation method, new pathway to diplomas, and some funding direct to LEA instead of via SELPA
 - New supplemental funding for TK, to accommodate smaller class sizes (separate from Pre-K grants)
- One-Time Flexible Block Grants to support COVID-related learning loss recovery
 - Learning Recovery Emergency Fund Block Grant: automatically allocated based on 2021-22 unduplicated pupil count
 - Arts, Music, and Instructional Materials Discretionary Block Grant: automatically allocated per pupil

State Budget Overview Continued...

- Extension of the Pre-Kindergarten Planning and Implementation Grants
 - Automatic allocation based on 2021-22 Kindergarten enrollment
- Funding for college and career pathways, including one-time funds for competitive grants to support career pathways in high-need fields and dual enrollment programs
- Extended flexibility for substitute teacher assignments (60 days in one assignment)
- Funding for new universal meals mandate
- For classroom-based schools only:
 - Increase to SB 740 Charter School Facility Grant Program funding (though program remains underfunded for 22-23)
 - Hold harmless for declining enrollment/attendance in 2021-22
 - Expansion and changes to Expanded Learning Opportunities Program (ELOP) for before and after-school and summer school programs

AB 181: Changes to independent study

- Impacts all nonclassroom-based schools and all classroom-based schools that offer any type of IS
- Summary of changes:
 - New Legislative findings and declarations
 - Synchronous instruction can be provided by “a teacher or teachers of record” for that student
 - IEP team must make individualized determination that the student can receive FAPE in IS placement

AB 181: Changes to independent study

- Summary of changes (cont.):
 - New triggers for when the school must implement its tiered reengagement strategies
 - Tiered reengagement must include the LEA's programs to address chronic absenteeism, if applicable (e.g., SART-like process)
 - New requirements for when the IS master agreements must be signed
 - New requirements for who must sign the IS master agreements
 - New option for calculating apportionment credit

Selection of New Laws for Charter Schools

AB 599: *Williams* list monitoring

- CDE now required to publish a list of schools that either (1) were identified for comprehensive support and improvement, or (2) had 15% or more of teachers holding a permit, certificate, or other authorization that is a lesser certification than a preliminary or clear California teaching credential
 - Does not necessarily mean the teachers were inappropriately credentialed or assigned
 - CDE will update the list every three years going forward
- County Superintendent is required to annually inspect the schools on the list within their County
 - These inspections were previously facilities inspections associated with *Williams v. CA* lawsuit
- County Superintendent must generate a report about each school on the list as to the sufficiency of textbooks, the condition of facilities, and the accuracy of data reported in the SARC
 - Confusing for charter schools, which are not subject to same requirements re sufficiency of textbooks, etc.
- Does not mean that charter schools are subject to all *Williams* requirements

SB 224: Mental health education

- Starting January 1, 2022, charter schools that offer one or more courses in health education in middle school or high school must include mental health instruction in those courses
 - Must include, among other things, reasonably designed instruction on the overarching themes and core principles of mental health
 - Instruction and materials must be appropriate for use with students of all races, genders, sexual orientations, and ethnic and cultural backgrounds, pupils with disabilities, and English learners.
- CDE required to develop a plan to expand mental health instruction in California public schools by January 1, 2024
- New: Governor Newsom's Master Plan for Kids' Mental Health announced August 19, 2022
 - Incentives and training for 40,000 more behavioral health professionals (including student loan forgiveness for counselors), universal screening and support

SB 400 and AB 27: Homeless and foster youth

- Homeless youth liaison must be posted on website
- Must ensure that students experiencing homelessness at the charter school are identified through outreach and coordination activities
- Homeless youth liaison must ensure homeless families receive referrals for health care, dental, mental health and substance abuse, housing, and other appropriate services
- CDE has developed a model housing questionnaire
 - If school receives ARP-HCY grant funds, questionnaire must be provided to all parents annually

AB 824: Student member on charter school boards

- Upon receipt of a student petition, a charter school serving high school grades must add at least one student member to the governing board
 - Petition must be signed by at least 500 enrolled high school students or at least 10% of enrolled high school students
- Preferential voting rights (first in time) but votes do not count
- Max 1-year term
- Student member cannot participate in closed session, but equal access to open session materials
- Board may adopt resolution allowing student member to make motions except on matters dealing with employee-employer relations
- Appointed to committees like other members, but may decline
- Not considered board member for Brown Act purposes (e.g. quorum, triggering majority)
- Written notice to authorizer
- These terms supersede any inconsistent provisions in other governing documents

AB 101: Ethnic students required for graduation

- Commencing with the 25-26 school year, charter high schools must offer at least a one-semester course in ethnic studies
 - Commencing with students graduating in 29-30, the one-semester course in ethnic studies becomes a grad requirement
- Course can be based on CDE's model curriculum, an existing course, part of a course that meets A-G requirements, or a locally-developed course
 - Must have ethnic students as the primary content

AB 361: Remote board meetings

- Amended the Brown Act to allow remote board meetings during a proclaimed state of emergency (which currently continues to exist) if:
 - State or local officials have imposed or recommended measures to promote social distancing; or
 - As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees
- Must follow special rules, including making appropriate findings, giving notice about how members of the public may participate, allow public comment directly and in real-time, etc.
- New *Sierra Watch* case re board meeting materials

Update on COVID-19

22-23 CDPH Guidance for K-12 Schools

- Universal indoor masking is **not required** but is strongly recommended; no person can be prevented from wearing a mask, unless it would pose a safety hazard (e.g., watersports)
- Schools must provide masks to students who want and inadvertently failed to bring one
- Isolation – Persons who test positive should stay home for at least five days after the start of symptoms (or after first positive test if asymptomatic) and wear a mask for 10 days, especially indoors
- Close Contacts – Asymptomatic persons who are exposed should test within 3-5 days after exposure and wear a mask for 10 days, especially indoors
 - If symptoms develop or positive test, should follow “isolation” requirements above
- Lots of recommendations re: vaccinations, ventilation, testing, hygiene, etc.
- **But always check local requirements too!**

CDPH Order re: “Workers”

- CDPH’s August 11, 2021 Order remains in effect for 22-23
- K-12 schools are still required to verify vaccine status of all “workers”
 - Defined broadly as all paid and unpaid adults serving in the school setting, including but not limited to certificated and classified staff and volunteers who are on-site supporting school functions
 - Does not apply to home schools, child care, or higher education. What is a home school?
- Asymptomatic unvaccinated or incompletely vaccinated workers must undergo diagnostic screening testing at least **weekly**
 - This year, CDPH is recommending over-the-counter at-home antigen tests with photo verification; no self-attestation
- Schools with workers required to undergo diagnostic screening testing should have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments

CDC Guidance and Other Developments

- On August 11, 2022, CDC updated its COVID-19 guidance:
 - Continues to promote staying up-to-date with vaccination
 - Continues to recommend isolation and masking if you test positive or if you suspect that you have COVID-19 but do not have test results yet
 - No longer recommends universal routine screening testing in K-12 schools
 - No longer recommends quarantine for exposure to COVID-19, except in certain high-risk settings
 - Exposed persons should get tested and wear a mask
- California's statewide student vaccine mandate on hold
- Last year's vaccine mandate court decision in San Diego; recent decisions in Los Angeles

Update on Charter Appeals to SBE

Charter Appeals to the SBE

- Before AB 1505 (2019), charter appeals to the SBE were reviewed *de novo* (the standard currently used for charter appeals to the local county board)
 - When an appeal is heard *de novo*, an independent determination is made regarding the charter petition with no deference to the issues previously considered by the lower governing body
- Now, the standard of review for appeals to the SBE is “abuse of discretion”
 - The definition of “abuse of discretion” is not defined in the Charter Schools Act and we do not have any implementing regulations (...yet)
- Key takeaways from first few appeal hearings

Recent U.S. Supreme Court and AG Opinions

Free Speech: *Mahony Area School District v. B.L.* (June 23, 2021)

- Relevant Facts: After failing to make the varsity cheerleading team, a student over the weekend while at a convenience store shared an image to her private circle of Snapchat friends containing vulgar language and gestures. She was suspended.
- Holding: While public schools may have a special interest in regulating some off-campus student speech, the special interests offered by the school are not sufficient to overcome the student's interest in free expression in this case
 - Students can be disciplined for off-campus speech when it entails “serious or severe bullying or harassment targeting particular individuals; threats aimed at teachers or other students; the failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; and breaches of school security devices.”
 - The school did not establish that there was a sufficient disruption to the school's activities.

Religion: *Carson v. Makin* (June 21, 2022)

- Relevant Facts: Maine is a very rural state so many LEAs don't operate a high school. Maine created a tuition assistance program where if a student's LEA of residence doesn't operate a high school, the LEA would pay up to a certain amount in tuition assistance for the student to attend a private school. The state had a list of "approved" private schools. Any school that identified as sectarian was excluded from the program.
- Holding: Maine's "nonsectarian" requirement for otherwise generally available tuition assistance payments violates the Free Exercise Clause.
 - However, court held:
 - "Maine may provide a strictly secular education in its public schools."
 - This is what we have in California
 - "A State need not subsidize private education..."[b]ut once a State decides to do so, it cannot disqualify some private schools solely because they are religious."
 - CA does not have voucher/tuition assistance programs, so likely not relevant in CA

Religion: *Kennedy v. Bremerton School Dist.* (June 27, 2022)

- Relevant Facts: High school football coach suspended after holding Christian prayers at 50-yard-line on school district football field after the game.
- Holding: The Free Exercise and Free Speech Clauses of the First Amendment protected the coach's conduct engaging in his personal religious observance.
 - “The contested exercise here does not involve leading prayers with the team; the District disciplined Mr. Kennedy *only* for his decision to persist in praying quietly without his students after three games in October 2015.”

California AG Opinion No. 20-102 and CTA/CSEA Challenge

- AG Opinion:
 - Question: May an executive director or other employee of a charter school serve as a member of the county board of education in the county where their employing school is located?
 - Applicable law:
 - SB 126 made Gov. Code section 1099 applicable to charter schools, barring public officials from holding incompatible offices.
 - Ed. Code section 1006 prohibits any employee of a school district within the jurisdiction of the County to serve on the County Board. This law does not expressly apply to charter schools.
 - Answer:
 - AG concluded that the position of charter school executive director is not categorically a “public official” for purposes of Gov. Code section 1099 because it’s not statutorily created and doesn’t exercise sovereign state power
 - AG concluded that a charter school executive director is an “employee of a school district” for purposes of Ed. Code section 1006.
- CTA/CSEA application for quo warranto asks AG for leave to sue

Pending Bills, Dead Bills, and Other Updates

Pending Bills...

- **SB 1343:** if passed, will require new charter schools to participate in STRS/PERS
- **AB 2449:** changes to Brown Act teleconference rules
- **AB 2158:** ethics training for charter school officials
- **SB 931:** would allow union claims and penalties for deterring or discouraging unionization
- **SB 866:** would allow 15-year-olds to give consent for FDA-approved vaccines
- **AB 1751:** would extend workers compensation provisions for COVID-19 through 2025
- **AB 2598:** would require CDE to develop and publish evidence-based best practices for restorative justice on school campuses
- **AB 2774:** for purposes of LCFF funding, would adjust definition of “unduplicated pupils” to add lowest-performing pupil subgroup as identified by State Superintendent annually
- **SB 70:** starting in 2024-25, would make one year of Kindergarten mandatory to enter first grade; exceptions

More Bills...

Passed but not yet signed:

- **AB 452:** charter schools must provide annual notice to parents about gun safety (takes effect January 1)

Passed and signed:

- **SB 1100:** presiding officer of governing board may remove a disruptive individual from board meeting (takes effect January 1)
- **SB 906:** school safety notices starting 2023-24; must inform law enforcement in event of threat (takes effect January 1)

Dead:

- **AB 1652:** would have barred charter school employees from sitting on County Boards of Education
- **AB 2214:** school site acquisition; would have limited options for charter school construction
- **AB 2484:** would have made unworkable changes to SB 740 Charter School Facility Grant Program
- **SB 924:** would have required duplicative disclosures of financial data

Amendments to Title IX Regulations

- Title IX is a federal civil rights law that prohibits discrimination on the basis of sex, including sexual harassment, in all schools that receive federal funding
- In mid-2020, the Secretary of Education under the former federal administration amended the Title IX regulations, in particular the process for how schools must handle sexual harassment complaints
 - Subsequent guidance required that all schools adopt specific grievance procedures and train certain staff members on various topics
- On June 23, 2022—the 50th anniversary of Title IX—the U.S. Department of Education released proposed changes to the Title IX regulations
 - 60-day public comment period ends on August 22
 - If passed, schools will need to update their grievance procedures and schedule new training

Questions (now or later)?



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Coversheet

Brown Act Training

Section:	II. Annual Board Training
Item:	D. Brown Act Training
Purpose:	FYI
Submitted by:	
Related Material:	Brown Act 2022.ppt

Brown Act Training

1

PRESENTED BY: JENNIFER MCQUARRIE
THE LAW OFFICES OF JENNIFER MCQUARRIE
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Workshop Goals

2

✧ Gain an understanding of the Brown Act

- What is the Brown Act?
- Brown Act triggers
- Brown Act compliance



What is the Brown Act?

3

- ❧ **Ralph M. Brown Act (CA Gov. Code sections 54950, et seq.)**
- ❧ **Open meeting requirement for local legislative bodies**
- ❧ **Includes, among other things:**
 - **Notice**
 - **Agenda**
 - **Public comment**
 - **Closed session**
 - **Many other rules**
- **Useful guide on Attorney General's website: www.oag.ca.gov**



Competing Policy Interests

4

- **Brown Act**
 - Encourage public participation in local government decisions
 - Deter secret legislation by public bodies
- **Charter School**
 - Confidential information re students/employees
 - Candor in decision-making and debate
 - Efficient decision-making



Brown Act Triggers

5

- ❧ **Who: Local agencies and legislative bodies**
 - **Charter School Board of Directors**
- ❧ **What: “Meetings”**



Who Must Comply

6

✧ Legislative body means:

- **Committee, commission, etc., of the charter school governing board**
 - ✓ Permanent or temporary
 - ✓ Decision-making or advisory
 - ✓ Created by formal action of a legislative body
- **Standing committees of charter school governing board:**
 - ✓ Continuing subject matter jurisdiction or
 - ✓ Meeting schedule fixed by formal action
- **Not included:**
 - ✓ Advisory committees whose entire membership are board members (but cannot be a standing committee)
 - ✓ Less than quorum of board

What is a Meeting?

7

Broadly defined

- **Congregation of board majority at the same time and place to hear, discuss or deliberate upon any item within its subject matter jurisdiction**
- **Includes collective acquisition and exchange of facts before making a decision**
- **Includes informal and inadvertent meetings**



What is a Meeting?

8

- **Serial meetings prohibited**
 - **Board majority uses**
 - ✓ **direct communication**
 - ✓ **personal intermediaries**
 - ✓ **technology and social media**
 - **To discuss, deliberate or take action or develop collective concurrence for an item to be decided by the board**
 - **Prohibition does not prevent employee/official from engaging in separate conversations or communications with board members to answer questions/provide information**
 - ✓ **So long as does not communicate to members the comments or position of other board members**



Social Media

9

- **Board members are not prevented from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public**
 - **Majority of members do not use the social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction**
 - **Board member shall not respond directly to any communication on social media within smj that is made, posted or shared by another board member**



What is a Meeting?

10

- **Exceptions:**
 - **Individual conversations between a board member and another individual**
 - **Attendance of a majority members at:**
 - ✓ **Open conferences (or similar meetings)**
 - ✓ **Open meetings of other organizations**
 - ✓ **Open meetings of other legislative bodies**
 - ✓ **Purely social or ceremonial gatherings**



What is a Meeting?

11

- **Exceptions continued:**
 - **Provided they don't discuss amongst selves school business, other than as part of a program**



Compliance - Notice

12

☞ Three types of meetings:

- **Regular meetings**

- ✓ Usually designated by resolution or bylaws
- ✓ 72-hours notice

- **Special meetings**

- ✓ Called at any time (presiding officer or board majority)
- ✓ 24-hours notice

- **Emergency meetings**

- ✓ Very rare
- ✓ 1-hour notice to media outlets that previously requested notice



Compliance - Agenda

13

- **Regular and Special Meetings: Content**
 - **Time/location, including any teleconference locations (not during COVID-19)**
 - **Brief general description of each item of business to be transacted or discussed**
 - ✓ **Including closed session matters (further discussion later in slides)**
 - ✓ **Need not exceed 20 words**
 - **Rules on how to access the agenda and meeting if needing an accommodation under the ADA**
 - **Public comment rules**

If it's not on the agenda, the board cannot discuss the item



Compliance - Agenda

14

❧ **Cannot discuss items not appearing on the agenda, exceptions:**

- **Member, on own initiative or in response to a question, may ask for clarification, may make a brief announcement or report on his/her own activities**
- **Make a reference to staff or other resources for factual information, request a report back at a subsequent meeting or direct staff to place an item on the agenda**
- **2/3rds vote of members or unanimous vote if less than 2/3rds present that there is a need to take immediate action**
 - ✍ **Came to the attention of the of the school subsequent to the agenda being posted**
- **Majority vote that an emergency exists**



Compliance – Limits at Special Meetings

15

- ❧ **Salaries, salary schedules, compensation in the form of fringe benefits of high level employees may not be discussed in special meetings**
 - **Does not preclude discussion of the budget in a special meeting**
 - **At regular meetings, must orally announce summary of salary recommendations for high level employees**



Compliance - Posting

16

- ❧ **Post in a location that is freely accessible to the public 24-hours a day and compliant with ADA**
 - Cannot be behind locked gates
- ❧ **Website**
 - Post to homepage through prominent direct link in a certain format
 - Integrated agenda management platform ok
- ❧ **If teleconference participation, at each teleconference location (not during COVID-19, follow AB 361)**



Minutes

17

- ❧ **No specific mention of minutes, but must record how each board member voted, including any recusals**
- ❧ **Corporations code requires minutes for nonprofits**
- ❧ **Many authorizers require that the school post on the website, but not required by law**



Meeting Locations

18

- **Nonclassroom based programs without a facility or that operate one or more resource centers**
 - **County where the greatest number of students enrolled reside**
- **During COVID-19, not required to meet physically**



Compliance - Teleconferencing

19

- ❧ **Votes taken by roll call**
- ❧ **Agendas posted at each teleconferenced location (not during COVID-19)**
- ❧ **Each location must meet the ADA**
- ❧ **Quorum must be located within geographical boundaries of school (not during COVID-19)**
- ❧ **Public may participate from each location**



AB 361 - Teleconferencing

20

✧ Schools may use teleconferencing without complying with teleconferencing rules if certain procedures are followed:

- Notice and posting as usual
- Agenda provides the opportunity for the public to address the board directly
- Agenda identifies and includes options for persons to attend via call-in or an internet-based service (no physical location required)



AB 361 - Teleconferencing

21

✂ Only allowed if a proclaimed state of emergency exists and:

- State/local officials have imposed or recommended measures to promote social distancing
- A meeting is held for the purpose of determining, by majority vote, whether meeting in person would present an imminent risk to the health or safety of attendees
- Board has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees



AB 361 - Teleconferencing

22

- ❧ Cannot require public comments to be submitted in advance of the meeting, must offer in real time
- ❧ If not timed public comment period, board should allow a reasonable amount of time for the public to comment



AB 361 - Teleconferencing

23

- ✂ In order to continue using COVID teleconferencing rules, the board must:
- Within 30 days of the first teleconferenced meeting, and every 30 days thereafter, make the following findings by majority vote:
 - ✍ The board has reconsidered the circumstances of the state of emergency
 - ✍ Any of the following circumstances exist:
 - The state of emergency continues to directly impact the ability of the members to meet safely in person
 - State or local officials continue to impose or recommend measures to promote social distancing
 - Expires 1/1/24

Compliance – Public Participation

24

- **Regular meetings:**
 - **Options**
 - ✓ One public comment period for items not on the agenda; public comment before each item
 - ✓ One public comment period for all public comment at one time in the beginning of the meeting, including agenda items and non-agenda items
 - **Special meetings**
 - **Testimony only for items described in the agenda**
- ☐ Before or during consideration of the item



Compliance – Rights of the Public

25

- ❧ **Participate at each teleconferenced location**
- ❧ **Reasonable accommodations per ADA**
 - **For the agenda as well as at the meeting**
 - **Agenda must identify how to request accommodations**
- ❧ **Cannot be required to sign in (unless speaking)**
- ❧ **May record or broadcast meetings**
- ❧ **May not be censored**
- ❧ **If no simultaneous translation provided, provide at least twice the allotted time for persons utilizing a translator**



Compliance – Rights of the Public

26

- ✧ Access board materials (with limited exceptions)
 - Available upon request without delay
 - If provided to the board less than 72 hours before an open meeting, must be made available at that time. If school provides to board on Friday at 6 p.m., and school is not open to the public, does not comply.
- ✧ If a person requests a copy of the agenda or board packet, may be mailed or send an email with a copy of the board agenda/packet or a weblink to it



Board Action

27

- ✧ Legislative action is only valid if it has been approved by a majority of members of the board
 - If only a majority of the board is in attendance, all board members will need to vote unanimously in order for valid board action
 - This may conflict with bylaws



Compliance – Closed Session

28

❧ Closed Sessions Generally

- Sessions must be expressly authorized by statute
- Narrowly construed
- Strong bias in favor of open meetings
 - ✓ Sensitive, embarrassing or controversial content does not justify application unless expressly allowed
- Semi-closed meetings not allowed

❧ Confidentiality of Closed Sessions

- Person attending may not disclose to a non-attendee



Compliance – Closed Session

29

🌀 Agenda detail

- **Government Code section 54954.5 provides agenda descriptions for all permissible closed session meetings, except for student discipline**
- **Before convening into closed session, announce what will be discussed – only read the agenda description**
- **After returning from closed session, may be required to report out action taken**



Compliance – Permissible Closed Session

30

- ☐ **Personnel**
- ☐ **Litigation**
- ☐ **Real property negotiations**
- ☐ **Labor negotiations**
- ☐ **Public security**
- ☐ **Student discipline**
- ☐ **Others likely not applicable**



Coversheet

Sublease and Shared Use Agreement for Danileson Property

Section: III. Other Business
Item: B. Sublease and Shared Use Agreement for Danileson Property
Purpose:
Submitted by:
Related Material:
Sublease and Shared Used Agreement for Danielson Property (Suites 100 and 102).pdf

BACKGROUND:

This is a shared space and sublease agreement for the shared office space in Poway. We share suite 100 and 102 with CPA and MVA and we will pay CPA for our portion of that space.

SUBLEASE AND SHARED USE AGREEMENT
(13915 Danielson Street – Suites 100 and 102)

This Sublease and Shared Use Agreement (“**Sublease**”) is entered into as of July 1, 2022 by and between Cabrillo Point Academy, a California nonprofit public benefit corporation (“**CPA**”), Mission Vista Academy, a California nonprofit public benefit corporation (“**MVA**”), and Pacific Coast Academy, a California nonprofit public benefit corporation (“**PCA**”) (collectively the “**Parties**” and each a “**Party**”), with reference to the following facts:

A. CPA leases office space at 13915 Danielson Street, Suites 100 and 102, Poway, CA 92064 (“**Premises**”) from Poway Executive Plaza, LLC, a California limited liability company (“**Lessor**”) pursuant to a Standard Multi-Tenant Office Lease – Gross dated April 9, 2021, as amended by the First Amendment to Lease dated June 8, 2022 and the Second Amendment to Lease dated June 8, 2022 (collectively, the “**Lease**”). The Lease is attached hereto as **Exhibit 1**.

B. The Premises are comprised of two (2) separate suites, consisting of approximately 9,225 rentable square feet and approximately 7,957 usable square feet. CPA also has non-exclusive rights to the common areas (as defined in the Lease) and 31 unreserved parking spaces (20 surface parking spaces and 11 garage parking spaces). The Premises are authorized for general office use and any other legally permitted uses compatible with a first class office building in the City of Poway, South Poway Industrial Park IP zoning (“**Agreed Use**”). The Lease term, as amended, expires on June 30, 2026.

C. The Parties operate nonclassroom-based charter schools in California and desire to share the Premises for the benefit of their respective education programs.

D. The Parties desire to enter into this Sublease to set forth the terms and conditions for CPA to sublease and share use of the Premises with MVA and PCA. The Parties also wish to memorialize the termination of their subleases and shared use agreements concerning Suites 101, 103 and 200 adjacent to the Premises, as described herein.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1. Sublease and Shared Use of Premises. Subject to the terms and conditions of this Sublease and the Lease, CPA hereby subleases to MVA and PCA, and MVA and PCA accept from CPA, the Premises to be occupied and used jointly by the Parties, including CPA. The Premises may only be used consistent with the Agreed Use set forth in the Lease and shall be jointly occupied and used by the Parties solely for the purpose of operating their respective charter schools. The Parties shall have the equal and shared right to access and use the Premises, including the non-exclusive right to access and use the common areas that are available to the “**Lessee**” under the Lease.

Section 2. Term. The term of this Sublease (“**Term**”) commences on July 1, 2022 and terminates automatically upon the earliest to occur of: (a) June 30, 2026; or (b) expiration or termination of the Lease. CPA shall have no liability to MVA or PCA due to the termination of this Sublease as a result of any expiration or termination of the Lease. The Parties may extend or renew this Sublease if the Lease is extended, subject to any consent that may be required from Lessor.

Section 3. Rent. For the duration of the Term, MVA and PCA shall each pay monthly rent to CPA that is equal to a one-third share of the total “**Monthly Base Rent**” for the Premises under the Lease, as

described below (“Rent”):

Period	Total Monthly Base Rent	Each Party’s One-Third Share
July 1, 2022 – June 30, 2023	\$16,143.75	\$5,381.25
July 1, 2023 – June 30, 2024	\$16,789.50	\$5,596.50
July 1, 2024 – June 30, 2025	\$17,461.08	\$5,820.36
July 1, 2025 – June 30, 2026	\$18,159.52	\$6,053.17

All payments of Rent shall be due to CPA on the first of the month without notice or demand, and with payments made to “Cabrillo Point Academy” at the address provided in Section 15 below.

Section 4. Utilities, Janitorial, Operating Expenses and Other Costs. MVA and PCA shall each pay a one-third share of the utilities and janitorial costs, “Operating Expenses” and other costs incurred during the Term of this Sublease and paid by CPA pursuant to the Lease, whether paid to Lessor directly or to a third-party. CPA shall provide a periodic statement to MVA and PCA outlining their share of such costs, and shall provide MVA and PCA access to reasonable backup documentation for such costs upon request. MVA and PCA shall submit payments to CPA within thirty (30) days after receipt of such statement.

Section 5. Interest and Late Charges on Overdue Payments. The Parties acknowledge that the late payment of Rent or any other costs due pursuant to this Sublease by MVA and/or PCA may cause CPA to incur costs and expenses, the exact amount of which is difficult to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on CPA. If any Rent due from MVA and/or PCA is received by CPA after the tenth (10th) day of the month, or if any other costs are not received by CPA after the fortieth (40th) day of the statement described in Section 4 above, the late Party shall pay a late fee of five percent (5%) of the amount due, which shall be paid with the current installment of Rent or other costs. CPA’s right to collect a late fee shall not constitute a waiver as to any default by MVA and/or PCA. CPA’s acceptance of late fee shall not be deemed an extension of the date Rent or other costs are due, or prevent CPA from exercising any other rights and remedies under this Sublease or as provided by law.

Section 6. Alterations, Improvements or Modifications. Neither MVA nor PCA shall make or allow any alterations, improvements or modifications to be made to the Premises without Lessor’s prior written consent. Any Party to obtain such written consent shall provide a copy to CPA. Any and all materials, work, installations, equipment and decorations of any nature brought upon the Premises by MVA and/or PCA, and any alterations, improvements or modifications installed in the Premises or removed from the Premises by MVA and/or PCA, shall be at such Party’s or Parties’ expense and risk. Neither CPA nor any party acting on CPA’s behalf on or about the Premises shall be responsible for any claim, damage or loss or destruction of such items brought to the Premises by MVA and/or PCA, nor any alterations, improvements or modifications installed in the Premises or removed from the Premises by MVA and/or PCA, and such Party or Parties shall indemnify, defend and hold CPA harmless from any claim, loss, damage or destruction.

Section 7. Termination. In addition to the automatic termination described in Section 2 of this Sublease and CPA’s rights upon default described in Section 13 of this Sublease, CPA may terminate this Sublease for any reason with respect to either MVA or PCA, or both MVA and PCA, upon sixty (60) days’ written notice to all Parties. MVA or PCA may each terminate its own participation in this Sublease for any reason upon sixty (60) days’ written notice to all Parties. Termination of participation by any one Party shall not terminate this Sublease as to the other Parties, nor relieve the terminating Party of any

obligations incurred prior to the effective date of such termination. Following termination of one Party's participation, (i) the terminating Party shall pay CPA any unpaid portion of Rent and/or other costs through the effective date of termination, and (ii) the Rent and other costs going forward shall be split between the other remaining Parties. The Parties may amend this Sublease to memorialize such changes.

Section 8. Application of the Lease. Except as expressly provided herein, this Sublease is subject and subordinate in all respects to the terms of, and the rights of the Lessor under, the Lease. Except as expressly provided herein or inconsistent with the terms and conditions set forth herein, (a) MVA and PCA covenant and warrant that they fully understand and agree to be subject to and bound by all of the covenants, agreements, terms, provisions, and conditions of the Lease, and MVA and PCA agree to comply with all the obligations required to be kept or performed by CPA, in its capacity as "Lessee" under the Lease, with respect to the Premises and (b) the covenants, agreements, terms, provisions, and conditions of the Lease insofar as they relate to the Premises and insofar as they are not inconsistent with the terms of this Sublease are made a part of and incorporated into this Sublease as if recited herein in full, and the rights and obligations of the "Lessor" and the "Lessee" under the Lease shall be deemed the rights and obligations of CPA and MVA/PCA, respectively, and shall be binding upon and inure to the benefit of CPA and MVA/PCA respectively. As between the Parties only, in the event of a conflict between the terms of the Lease and the terms of this Sublease, the terms of this Sublease shall control.

Section 9. Subcontract and Assignment. No Party shall assign its rights, duties, or privileges under this Sublease, nor shall a Party attempt to confer any of its rights, duties, or privileges under this Sublease on any third party, without the written consent of the other Parties, and subject to any Lessor consent required under the Lease. Subject to the foregoing, this Sublease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns. MVA and PCA shall not sublicense or sublease, pledge, encumber, mortgage, or otherwise transfer or assign to any party any interest in the Premises.

Section 10. Insurance. MVA and PCA, at their sole expense, shall each maintain for the benefit of CPA and Lessor such policies of insurance (and in such form) with respect to the Premises as are required by the Lease, which policies shall be reasonably satisfactory to CPA as to coverage and insurer, shall be maintained as primary policies, and shall extend to and cover the acts and omission of the policy-holder (i.e., MVA or PCA) and anyone acting by, through, or under the policy-holder notwithstanding anything contained in the Lease to the contrary. Each policy of insurance required under this paragraph shall name CPA and Lessor each as an additional insured. MVA and PCA shall provide CPA with certificates of insurance evidencing such policies and that CPA has been named as an additional insured under a separate additional insured endorsement approved by CPA within thirty (30) days from receipt of a written request from CPA. MVA and PCA shall use best efforts to cause all insurance policies to contain a provision and certificate of insurance shall expressly state that the insurer will give to CPA and Lessor and such other parties in interest at least thirty (30) days' notice in writing in advance of any material change, cancellation, termination, lapse, or the effective date of any reduction in the amounts of insurance below the amounts specified in the Lease.

Section 11. Damage and Destruction. If the Premises are damaged by any casualty that is covered by MVA and/or PCA's applicable insurance, the Parties agree to use such insurance proceeds to restore the Premises to extent required by the Lease.

Section 12. Indemnification. The Parties agree to defend, indemnify, and hold each other, their employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses and costs (including attorneys' fees, expert witness fees, and other costs of litigation

or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Sublease and/or the Lease, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party. The indemnifications required by this Section 12 shall survive the expiration or termination of this Sublease.

Section 13. Default. The occurrence of any of the following shall be a default (“**Default**”) under this Sublease:

(a) MVA or PCA fail to pay in full when due any installment of Rent or any other charge agreed to be paid by MVA or PCA; or

(b) MVA or PCA violate, or fail to perform, any other term, covenant, condition, or agreement herein contained or provided for in the Lease, and such failure continues beyond all applicable notice and cure periods in the Lease; or

(c) MVA or PCA become insolvent, or make an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against MVA or PCA, or a bill in equity or other proceeding for the appointment of a receiver for MVA or PCA is filed, or if proceedings for reorganization or for composition with creditors under any state or federal law be instituted by or against MVA or PCA, or if the subleasehold interest is levied on under execution; or

(d) MVA or PCA abandon (as defined in California Civil Code Section 1951.3 or any successor provision thereto) all or any portion of the Premises.

In the event of Default by MVA or PCA, and without any other action by CPA, CPA may, at its sole option, exercise as to MVA or PCA any and all remedies of Lessor under the Lease. In addition, CPA may exercise any and all other rights or remedies, granted or allowed for a landlord under any existing or future statute or other law applicable in cases where a landlord seeks to enforce rights arising under a lease against a tenant who has defaulted or otherwise breached the terms of such lease subject, however, to all of the rights granted or created by any such statute or other applicable law existing protection and benefit of tenants.

Section 14. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Sublease before resorting to litigation.

Section 15. Notice. Any notice required or permitted to be given under this Sublease shall be deemed to have been given, served, and received if given in writing and personally delivered, deposited in the United States mail as registered or certified mail with postage prepaid and return receipt required, sent by overnight delivery service, or sent by email, addressed as follows:

If to CPA:

Cabrillo Point Academy
ATTN: Board President
13915 Danielson St. #200
Poway, CA 92064
Email: board@cabrillopointacademy.org

If to MVA:

Mission Vista Academy
ATTN: Board President
1440 Beaumont Ave. ST. A2 #412
Beaumont, CA 92223
Email: board@missionvistaacademy.org

If to PCA:

Pacific Coast Academy
ATTN: Board President
13915 Danielson St. #103
Poway, CA 92064
Email: board@pacificcoastacademy.org

Any notice personally delivered or sent by email or facsimile transmission shall be deemed effective upon receipt if received before 5:00 p.m. Pacific Standard Time (“PST”) on a business day, or the

following business day if received after 5:00 p.m. PST or on a Saturday, Sunday, or legal holiday. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 16. Lessor Consent. As provided in Paragraph 12.1(a) of the Lease, Lessor has consented to the sublease and shared use of the Premises to MVA and PCA under similar terms and conditions as the Parties' prior subleases and shared use agreements concerning Suites 101, 103 and 200 adjacent to the Premises. Lessor may confirm and memorialize its consent with this Sublease by signing below.

Section 17. CPA's Duties. The obligations of Lessor under the Lease shall remain the obligations of Lessor, and shall not be considered the obligations or responsibility of CPA. CPA shall fully perform all of its obligations under the Lease to the extent CPA has agreed to perform such obligations under this Sublease. With respect to the obligations of Lessor under the Lease, CPA's only obligation shall be to use its commercially reasonable efforts to cause Lessor to perform such obligations for the benefit of CPA, MVA and/or PCA.

Section 18. Surrender of the Premises. Upon the expiration or sooner termination of this Sublease, MVA and PCA shall adhere to the terms and conditions set forth in the Lease concerning the condition of the Premises upon surrender, and shall repair any damage to the Premises or the Premises caused by MVA or PCA or their invitees, licensees, employees, officers, contractors and visitors. If MVA or PCA fail to remove signage, materials, work, installations, equipment, or decorations brought or installed by them and restore the affected areas to their original condition pursuant to the terms and conditions set forth in the Lease, then CPA may perform such work, and all costs and expenses incurred by CPA in so performing such work shall be reimbursed by MVA and/or PCA to CPA within fifteen (15) days after MVA's and/or PCA's receipt of invoice therefor. MVA and PCA shall not be required to remove any alterations or improvements made by CPA or which CPA requests are left in place. If Lessor requires the removal of any alterations or improvements made by or for CPA, CPA shall, at its sole cost and expense, remove such alterations and improvements.

Section 19. Independent Status. This Sublease is entered into by and between three separate and independent entities and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 20. Entire Agreement. This Sublease, together with its exhibit(s), the Lease, and any amendments thereto, constitutes the entire agreement between the Parties concerning the subject matter contained herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Sublease may be amended or modified only by a written instrument executed by the Parties.

Section 21. Acknowledgment of Termination. The Parties hereby acknowledge and agree that the Sublease and Shared Use Agreement effective July 1, 2020, the related Landlord Consent to Sublease dated September 24, 2020, and the First Amended Sublease effective September 21, 2021, all of which relate to Suites 101, 103 and 200 that are adjacent to the Premises and not part of this Sublease, have terminated as a result of Lessor's lease of such space directly to PCA.

Section 22. Arm's Length and Independent Counsel. This Sublease has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Sublease. Accordingly, any rule of law or legal decision that would require interpretation of any

ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Sublease shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Sublease. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Sublease.

Section 23. Headings. The descriptive headings of the sections and/or paragraphs of this Sublease are inserted for convenience only, are not part of this Sublease, and do not in any way limit or amplify the terms or provisions of this Sublease.

Section 24. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 25. Severability. Should any provision of this Sublease be legally determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 26. California Law. This Sublease shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Sublease shall be maintained in San Diego County, California.

Section 27. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this Sublease, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Sublease.

Section 28. Counterparts. This Sublease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Sublease shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Sublease effective as of July 1, 2022.

Cabrillo Point Academy

By: _____
Name: _____
Its: _____

Mission Vista Academy

By: _____
Name: _____
Its: _____

Pacific Coast Academy

By: _____
Name: _____
Its: _____

Consented to by Lessor Poway Executive Plaza, LLC, a California limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT 1

LEASE AND AMENDMENTS

Coversheet

Assumption of Lease and Consent of Lessor

Section: III. Other Business
Item: C. Assumption of Lease and Consent of Lessor
Purpose: Vote
Submitted by:
Related Material:
Pacific Coast Academy 5th Amendment.pdf
Assignment and Assumption Of Lease And Consent Of Lessor.pdf

BACKGROUND:

We currently sublease Poway office space from Cabrillo. PCA occupies these spaces and we would like to enter into a direct lease between PCA and Cameron Brothers for the office spaces we utilize. The approval of these items would dissolve the current sublease with CPA and allow us to rent the space directly from the landlord.



5th AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of June 8, 2022, by and between Poway Executive Plaza, LLC, a California Limited Liability Company ("Lessor") and Pacific Coast Academy, a California nonprofit public benefit corporation ("Lessee").

WHEREAS, on or about January 30, 2018 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 13915 Danielson Street, Suite 101, 103, and 200, Poway, California 92064 (the "Premises"), and

WHEREAS, Lessor and Lessee ☒ have ☐ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, ~~for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged,~~ the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to June 30, 2024.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows:

<u>Ste 101</u>	<u>July 1, 2023-June 30, 2024</u>	<u>\$10,978.24</u>
<u>Ste 103</u>	<u>July 1, 2023-June 30, 2024</u>	<u>\$ 4,661.28</u>
<u>Ste 200</u>	<u>July 1, 2023-June 30, 2024</u>	<u>\$12,110.80</u>

☐ OTHER: _____.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

Poway Executive Plaza, LLC, a California Limited Liability Company

By: _____
 Name Printed: Chris Cook
 Title: President and authorized signator
 Phone: 619-562-3050
 Fax: 619-562-3050
 Email: chris@cameronbros.net

By: _____
 Name Printed: _____
 Title: _____
 Phone: _____
 Fax: _____
 Email: _____
 Address: _____
 Federal ID No.: _____

By Lessee:

Pacific Coast Academy, a California nonprofit public benefit corporation

By: _____
 Name Printed: _____
 Title: _____
 Phone: _____
 Fax: _____
 Email: _____

By: _____
 Name Printed: _____
 Title: _____
 Phone: _____
 Fax: _____
 Email: _____
 Address: _____
 Federal ID No.: _____

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ATL-1.02, Revised 10-22-2020

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Page 1 of 1



ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT OF LESSOR

1. ASSIGNMENT OF LEASE

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Cabrillo Point Academy, a California nonprofit public benefit corporation ("ASSIGNOR") hereby assigns and transfers to Pacific Coast Academy, a California nonprofit public benefit corporation ("ASSIGNEE") all of ASSIGNOR's right, title and interest in and to that certain Lease dated January 30, 2018, by and between ASSIGNOR and Poway Executive Plaza, LLC, a California Limited Liability Company, as Lessor, covering those certain Premises located at (street address, city, state, zip) 13915 Danielson Street, Suite 101, 103, and 200, Poway, California 92064 and as is more particularly described in such Lease.

This Assignment shall be effective: July 1, 2022. Signatures to this Assignment accomplished by means of electronic signature or similar technology shall be legal and binding.

In addition, ASSIGNOR hereby transfers to ASSIGNEE all of ASSIGNOR's interest in and to any security or other deposits paid to Lessor under the terms of such Lease.

Dated: _____

Cabrillo Point Academy, a California
nonprofit public benefit corporation

By: _____

Name Printed: _____

Title: _____

By: _____

Name Printed: _____

Title: _____

Assignor

2. ASSUMPTION OF LEASE

Assignee acknowledges that it has inspected the Premises and reviewed the Lease and Assignee hereby accepts the foregoing Assignment and assumes and agrees to be bound by and perform all obligations of the Lessee pursuant to the Lease arising on or after the date of this Assignment and to abide by all of the terms, provisions, covenants and conditions of the Lease.

Dated: _____

Pacific Coast Academy, a California
nonprofit public benefit corporation

By: _____

Name Printed: _____

Title: _____

By: _____

Name Printed: _____

Title: _____

Assignee

3. CONSENT TO ASSIGNMENT

Lessor hereby consents to the foregoing Assignment and Assumption of the Lease. It is understood and agreed, however, that the foregoing consent is not a waiver of Lessor's right to consent to or impose restrictions upon any future assignment or subletting. In addition, this assignment does not release Assignor from liability for any of the obligations of the Lessee under the Lease.

Dated: _____

Poway Executive Plaza, LLC, a California
Limited Liability Company

By: _____

INITIALS

INITIALS

Name Printed: Chris Cook

Title: President and authorized signator

By: _____

Name Printed: _____

Title: _____

Lessor

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS ASSIGNMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS ASSIGNMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR ASSIGNEE'S INTENDED USE.

WARNING: IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE ASSIGNMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

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Page 2 of 2

Coversheet

September Special Meeting

Section: III. Other Business
Item: D. September Special Meeting
Purpose: Vote
Submitted by:

BACKGROUND:

We must hold a special board meeting in September. This was the meeting we were hoping to not have but our year end financials are not finished for this meeting and it must be approved by Sept 15. Our recommendation is Wednesday Sep 14, 2022

Coversheet

Conflict of Interest Code

Section: III. Other Business
Item: E. Conflict of Interest Code
Purpose: Vote
Submitted by:
Related Material: PCA Conflict of Interest Code_Redlined 7.29.2022.pdf

BACKGROUND:

We are updating our conflict of interest code based on current titles and positions.



Pacific Coast Academy

Conflict of Interest Code

TABLE OF CONTENTS

PACIFIC COAST ACADEMY CONFLICT OF INTEREST CODE 3

APPENDIX A 4

APPENDIX B..... 5

Disclosure Categories 5

Category 1 Reporting 5

Category 2 Reporting 5

Category 3 Reporting 5

PACIFIC COAST ACADEMY CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations §18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby adopted and incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for Pacific Coast Academy. This code shall take effect when approved by the San Diego County Board of Supervisors, and shall thereupon supersede any and all prior such codes adopted by Pacific Coast Academy but shall supplement any conflict of interest policies adopted in compliance with the laws governing nonprofit corporations.

Individuals holding designated positions shall file statements of economic interests with the Secretary of Pacific Coast Academy. Upon receipt of the statements of the members of the Board of Directors, the Secretary shall make and retain copies and forward the originals of these statements to the Clerk of the San Diego County Board of Supervisors. Original statements for all other designated employees shall be retained by the Secretary. All retained statements shall be available for public inspection and reproduction. (Government Code § 81008.)

APPENDIX A

Designated Positions	Disclosure Category
Members of the Governing Board	1, 2
President/CEO Executive Director	1, 2
Principal/Superintendent Deputy Executive Director	1, 2
Director of Accounting	2
Assistant Senior Director(s)	3
Verification Specialists	3
Teachers	3
Regional Coordinators	3
Senior Deputy Executive Director of Special Education	3
Regional Director of Special Education	3
Assistant Senior Director of Special Education	3

The ~~Principal Executive Director~~ or designee may determine in writing that a particular consultant or newly created position as set forth in 2 Cal. Code Regs. § 18219, that makes or participates in the making of decisions that may foreseeably have a material effect on any financial interest is hired to perform a range of duties that is limited in scope and thus the broadest disclosure is not necessary. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The ~~Principal Executive Director~~ or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

APPENDIX B

DISCLOSURE CATEGORIES

Category 1 Reporting

Designated positions assigned to this category must report:

- Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by Pacific Coast Academy.

Category 2 Reporting

Designated positions assigned to this category must report:

- Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by Pacific Coast Academy.

Category 3 Reporting

Designated positions assigned to this category must report:

- Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by the designated person's department, including, for example, vendors providing such goods or services to be utilized in the instruction of students.

Coversheet

Approve Minutes

Section:	IV. Consent Agenda
Item:	A. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Special Board Meeting on August 4, 2022



Pacific Coast Academy

Minutes

Special Board Meeting

Date and Time

Thursday August 4, 2022 at 6:00 PM

Meeting via Teleconference

Zoom Link

<https://pacificcoastacademy-org.zoom.us/j/87874419557>

Meeting ID:

878 7441 9557

Join by Phone

(669) 900-6833

Directors Present

Benjamin Fung (remote), Kim Gill (remote), Rose Arevalo (remote)

Directors Absent

Eric Banatao, Jessica Ackermann

Guests Present

Jennifer Faber (remote), Krystin Demofonte (remote), Shari Erlendson (remote)

I. Opening Items

A. Call the Meeting to Order

Benjamin Fung called a meeting of the board of directors of Pacific Coast Academy to order on Thursday Aug 4, 2022 at 6:03 PM.

B.

Roll Call of Board Members

C. Approval of Agenda

Kim Gill made a motion to approve the agenda.
Rose Arevalo seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361

Kim Gill made a motion to approve the Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361.
Rose Arevalo seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. Public Comments

There were no public comments

F. Independent Study Policy

Kim Gill made a motion to approve the Independent Study Policy.
Rose Arevalo seconded the motion.
The board **VOTED** unanimously to approve the motion.

II. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:10 PM.

Respectfully Submitted,
Benjamin Fung

Prepared By:
Jennifer Faber

Noted By:

Board Secretary

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2

minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Pacific Coast Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Pacific Coast Academy Office at [\(619\) 749-1928](tel:6197491928) at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Coversheet

Approve Minutes

Section: IV. Consent Agenda
Item: B. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Regular Scheduled Board Meeting on June 30, 2022



Pacific Coast Academy

Minutes

Regular Scheduled Board Meeting

Date and Time

Thursday June 30, 2022 at 5:00 PM

Location

13915 Danielson St. #200, Poway, CA 92064

Directors Present

Benjamin Fung, Jessica Ackermann, Johnny Tran, Kelly Durso

Directors Absent

None

Guests Present

Jennifer Faber, Krystin Demofonte, Shari Erlendson

I. Opening Items**A. Call the Meeting to Order**

Kelly Durso called a meeting of the board of directors of Pacific Coast Academy to order on Thursday Jun 30, 2022 at 5:00 PM.

B. Roll Call of Board Members**C. Approval of Agenda**

Jessica Ackermann made a motion to approve the agenda.
Benjamin Fung seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Public Comments

There were no public comments

E.

Executive Director's Report

Krystin Demofonte provided updates regarding teacher training, expanding programs, google certification for staff, and moving back to in person meetings for learning period meetings, RC meetings and Back to School meetings.

II. Finance

A. 2022-2023 Local Control Accountability Plan(LCAP)

Johnny Tran made a motion to approve the 2022-23 Local Control Accountability Plan (LCAP).

Jessica Ackermann seconded the motion.

The board **VOTED** unanimously to approve the motion.

B. May financial package, including the May check register

C. 2022-2023 Annual Budget

Jessica Ackermann made a motion to approve the 2022-23 Annual Budget.

Benjamin Fung seconded the motion.

The board **VOTED** unanimously to approve the motion.

D. 2022-2023 Education Protection Account (EPA) Spending Plan

Johnny Tran made a motion to approve the 2022-2023 Education Protection Account (EPA) Spending Plan.

Benjamin Fung seconded the motion.

The board **VOTED** unanimously to approve the motion.

E. Resolution Regarding the Education Protection Account (EPA)

Benjamin Fung made a motion to approve the Resolution Regarding the Education Protection Account (EPA).

Jessica Ackermann seconded the motion.

The board **VOTED** unanimously to approve the motion.

F. Memorandum of Understanding (MOU) South Schools

Johnny Tran made a motion to approve the Memorandum of Understanding (MOU) South Schools.

Jessica Ackermann seconded the motion.

It was noted that Intervention and Enrollment will be "in house" and PCA will be offering HQT courses to middle school students next year to further grow the HQT program.

The board **VOTED** unanimously to approve the motion.

III. Other Business

A. Universal Pre-Kindergarten (UPK) Planning and Implementation Grant

Johnny Tran made a motion to approve the Universal Pre-Kindergarten (UPK) Planning and Implementation Grant.

Benjamin Fung seconded the motion.

The board **VOTED** unanimously to approve the motion.

B.

Suicide Prevention Policy

Johnny Tran made a motion to approve the Suicide Prevention Policy.
Jessica Ackermann seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. A-G Expenditure Plan

Jessica Ackermann made a motion to approve the A-G Expenditure Plan.
Johnny Tran seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Parent Engagement Policy

Benjamin Fung made a motion to approve the Parent Engagement Policy.
Jessica Ackermann seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. Time and Effort Policy and Procedures

Jessica Ackermann made a motion to approve the Time and Effort Policy and Procedures.
Benjamin Fung seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. Resolution Regarding Meals Provided for Professional Development and Meetings

Johnny Tran made a motion to approve the Resolution Regarding Meals Provided for Professional Development and Meetings.
Benjamin Fung seconded the motion.
Approve with the following amendments made:
\$25 allowed per meal, per person
One meal per 4 hours
After 4th hour, qualify for another \$25 meal
The board **VOTED** unanimously to approve the motion.

G. 2022-23 Board Calendar

Benjamin Fung made a motion to approve the 2022-23 Board Calendar.
Jessica Ackermann seconded the motion.
The August meeting is amended and scheduled for Sunday, August 21st at 9am.
The board **VOTED** unanimously to approve the motion.

IV. Consent Agenda

A. Invoices Over \$100,000

B. 2022-2023 Master Agreement

C. Compensation Policy

D. 2022-23 Parent Student Handbook

E.

2022-2023 Employee Handbook

F. Approve Minutes:5-19-22 Board Meeting

Motion to approve the minutes from Regular Scheduled Board Meeting on 05-19-22.

The board **VOTED** unanimously to approve the motion.

G. Approve Consent Agenda

Jessica Ackermann made a motion to approve the Consent Agenda.

Benjamin Fung seconded the motion.

The board **VOTED** unanimously to approve the motion.

V. Closing Items

A. Announcement of Next Scheduled Meeting

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:06 PM.

Respectfully Submitted,
Kelly Durso

Prepared By:
Jennifer Faber

Noted By:

Board Secretary

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reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Coversheet

EL Master Plan

Section: IV. Consent Agenda
Item: C. EL Master Plan
Purpose:
Submitted by:
Related Material: PCA 2022-2023 EL Master Plan_Redlined 8.12.2022.pdf

BACKGROUND:

The purpose of the changes to our EL Master plan is to more closely reflect how our school supports English Language Learners. We have more closely aligned our plan with the CA English Learner Roadmap. We have updated our EL Program Guiding principles to illustrate the expectations of this program. This plan now features the new educational curriculum that will be offered to our students this school year. The RFEP monitoring system has been updated from a Google Drive system to the use of the ELLevation platform. We have updated the references to DELAC to MLAC to reflect that as a school we encourage and support all multilingual students and welcome their feedback and participation as we continue to develop our programs. Lastly, there have been a few changes with respect to vocabulary to more closely align with our school model.



Pacific Coast Academy

English Learner Master Plan

~~2021-2022~~ 2022-2023

TABLE OF CONTENTS

Master Plan for Services to English Learners 2022-2023.....	4
English Learner Roadmap	4
PCA EL Mission and Vision:.....	4
Guiding Principles of our EL program:	5
Identification Tools	5
Step 1: Registration, Including Completion of the Home Language Survey.....	6
Assessment.....	6
Step 2: English Language Proficiency Assessment	7
Criteria for reasonable fluency in English	7
Parent Notification	8
Step 3: Parent Notification of Results	8
Parent Notification of Initial Assessment Results and Program Placement	8
Parent Notification of Annual Assessment Results and Program Placement	9
Program Placement/Instructional	9
Step 4: Program Placement	11
Step 5: Parent Engagement Plan	11
BILITERACY RECOGNITION PROGRAM (BRP) AND STATE SEAL OF BILITERACY (SSB)	11
AT PROMISE EL STUDENTS & LTELs (Long Term English Learners)	12
ANNUAL EL and SUMMATIVE ELPAC NOTIFICATION LETTER	12
STAFFING	12
PROFESSIONAL DEVELOPMENT FOR STAFF AND ADMINISTRATORS ON INITIAL IDENTIFICATION, PLACEMENT, AND RELATED PARENTAL RIGHTS/INFORMED CONSENT	13
INITIAL ELPAC-ELAS CORRECTION POLICY AND PROCESS	13
RECLASSIFICATION	14
Reclassification Policy, Criteria, and Process:.....	14
Process.....	15
RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES	15
RFEP Monitoring.....	15
RFEP Monitoring Schedule	16
District English Learner Advisory Committee (DELAC) Multilingual Learners Advisory Committee (MLAC)	16
District English Learner Advisory Committee (DELAC) Multilingual Learners Advisory Committee (MLAC) BYLAWS	17

Article I: Name of Committee	17
Article II: Purpose and Responsibilities	17
Article III: Membership.....	17
Article IV: Officers	17
Article V: Meetings and Quorum	18
Article VI: Ratification and Amendments of Bylaws.....	18
INITIAL ELPAC NOTIFICATION LETTER	19
Annual English Learner Notification Letter	21
Evidence Form - Initial ELPAC Correction: Correcting ELAS from EL to IFEP	24
English Language Learner Reclassification Form	25
Parent Notification Letter of Reclassification	26
Reclassification Form for English Learners with Disabilities	27
Policy, from PCA EL Master Plan:	27
Reclassifying English Learners with Disabilities	27
PCA K-12 TEACHER INPUT FOR RECLASSIFICATION	29
RECLASSIFICATION – PCA 8/12/2022	29
K-12 RFEP Student Monitoring.....	31
RFEP Student Monitoring – PCA 8/12/2022	31

MASTER PLAN FOR SERVICES TO ENGLISH LEARNERS 2022-2023

Pacific Coast Academy aims for outstanding programs for all our students. English Learners have enormous challenges but also have the opportunity to develop the asset of bilingualism within a global community. They face the double task of learning the challenging state standards and mastering a new language.

To ensure we reach optimal results for English Learners, we developed this Master Plan, **and have aligned it with the four principles of the CA English Learner Roadmap**. Doing so will ensure that our ELs learn English, have full access to a challenging academic curriculum, and build the multicultural proficiency necessary in today's complex and challenging world. This plan is a practical guide for all staff to ensure that we provide consistent, coherent services to each and every English Learner in our school.

This plan describes how we identify, serve, and support students who enroll in our school with limited proficiency in the English language. The plan sets forth six goals for this work:

- English Learner (EL) programs will be fully implemented.
- Parents of English Learners and Reclassified Fluent English Proficient Students (RFEPs) will participate meaningfully in their children's education.
- English Learners will master the English language as efficiently and effectively as possible.
- English Learners will achieve academic success comparable to English Only (EO) students.
- English Learners and Reclassified Fluent English Proficient Students will be at no greater risk for school failure than English Only Students.
- Hold regular ~~District English Learners Advisory Committee~~ **Multilingual Learners Advisory Committee** meetings to foster a better involvement of EL parents, thereby increasing the academic achievement of the EL population, advise the School Board, Executive Director, and EL Coordinator, on issues pertaining to English Learners, assist in the development of the school's needs assessment and Language Census Report, and provide input on formal school plans, such as WASC self-study and LCAP.

ENGLISH LEARNER ROADMAP

The EL Roadmap is a new policy, established in 2017 to supersede Prop. 227. This statewide policy is meant to provide a common mission and vision for all CA schools and a roadmap on how to get there. It consists of 4 research based principles:

Principle 1: Assets-Oriented and Needs-Responsive

Principle 2: Intellectual Quality of Instruction and Meaningful Access

Principle 3: System Conditions that Support Effectiveness

Principle 4: Alignment and Articulation Within and Across Systems

PCA EL MISSION AND VISION:

While the state provides a Mission and Vision statement for all schools, Pacific Coast will be working with the ~~DELAC~~ MLAC to create a more personalized statement for our school. This will be forthcoming in the

2022-2023 school year.

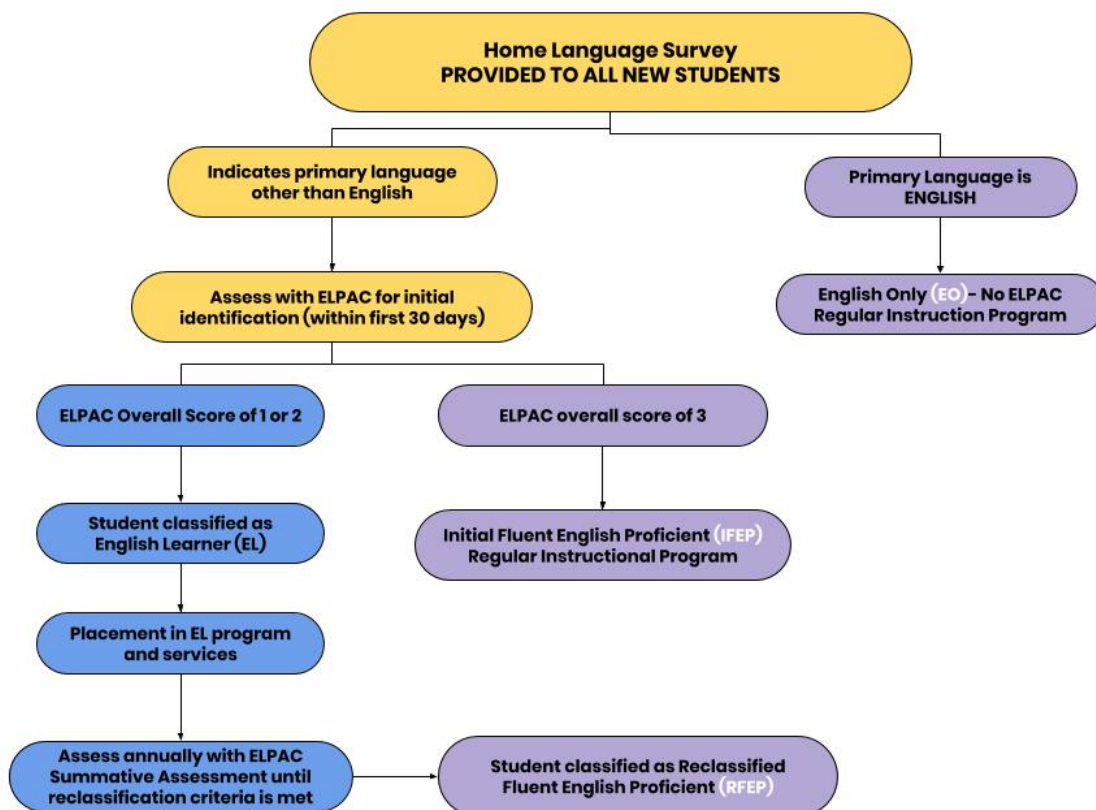
GUIDING PRINCIPLES OF OUR EL PROGRAM:

- English Learners (ELs) are held to the same high expectations of learning as all students, and therefore have equal access to the same rigorous academic content that enables them to meet performance standards in all content areas.
- ELs will develop English proficiency in the domains of listening, speaking, reading & writing through daily Designated and Integrated ELD instruction.
- PCA EL department focuses on the whole child, provides targeted academic and social-emotional support when needed, and honors and respects the student's home culture and language.

The academic success of ELs is a shared responsibility that leverages the skills and support of HSTs, the school, and the family.

IDENTIFICATION TOOLS

- Home Language Survey upon enrollment
- Additionally, look in CALPADS and cumulative folders



STEP 1: REGISTRATION, INCLUDING COMPLETION OF THE HOME LANGUAGE SURVEY

Upon enrollment, parents complete a Home Language Survey or HLS as required by state law. This survey is completed the first time the parent enrolls the child in Pacific Coast Academy. The results are maintained thereafter in the charter school's student information system and the English Learner folder in the child's cumulative record (CUM).

If the answers to Items 1, 2, 3 on the HLS are "English," the child is classified as English Only or EO. The parent is notified of the result and is given an explanation of the placement options open to the student. The default option is Mainstream English.

If Item 1, 2, or 3 on the Home Language Survey is answered with a language other than English or ASL, the child is tested for English proficiency. (Continue to Step 2)

However, if the parent's response to the first three questions on the HLS is English, and the response to the fourth question is other than English, then reasonable doubt may exist as to the student's home language. If there is evidence of significant non-English exposure, then the pupil must be administered the state English language proficiency assessment, currently known as the English Language Proficiency Assessments for California (ELPAC). The parent will be consulted by a certificated staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the child.

NOTE: When reasonable doubt is established, the school must annotate the HLS to document the reasons for ELPAC administration. The school administrator/designee must sign and date the annotations provided.

The parent has the right to amend the HLS at any time. However, if the student has already been administered the initial ELPAC, any changes to the HLS will not affect the student's official language classification. If the parent amends the HLS prior to initial ELPAC administration, the school must honor the changes made while continuing to take reasonable doubt into consideration, given the probable impact of the change relative to the parent's or student's observed linguistic behavior.

Parents who enroll their child in Pre-Kindergarten must complete the HLS as part of the enrollment process. The first HLS (e.g., Pre-K) on file for a student supersedes all HLS forms completed at later times. Therefore, the answers provided on the **initial** HLS are documented permanently in CALPADS.

Assessment

Assessment		
Initial ELPAC	Within 30 days of enrollment	July 1 – May 30
Initial ELPAC score report and Notification Letter will be mailed after testing. See Appendix		
Summative ELPAC	Given to current EL students	Feb 1 – May 30

STEP 2: ENGLISH LANGUAGE PROFICIENCY ASSESSMENT

State regulations require that if the student's Home Language Survey indicates that a language other than English is used at home in Item 1, 2, 3, or 4 the student's English language proficiency level must be assessed within 30 calendar days of initial enrollment.

The ELPAC is a standardized language proficiency test designed to measure the English proficiency of non-native speakers in four domains: Listening, Speaking, Reading, and Writing. The child receives a score for each part of the test that is taken (Listening, Speaking, Reading, and Writing) as well as an overall score. The score types include scale scores and proficiency levels.

Effective November 2020, the initial ELPAC will be a computer-based assessment. The official score report is generated by the Test Operations Management System (TOMS) and are readily available once the student has completed all sections of the test. The official results are sent to the parent within 30 days of receipt by the school, along with the Initial ELPAC Notification Letter (see Appendix). ELPAC results are then also maintained in the school's student information system for future use in the monitoring of student progress and in the program evaluation.

If an Individual Education Plan (IEP) team has determined that a student is unable to take all or part of the ELPAC, the student will be given the Alternate ELPAC Assessment.

The School will annually assess the ELP and academic progress of each English learner. The School shall administer the ELPAC summative assessment during the annual summative assessment window.

When administering an initial or summative ELPAC assessment to a pupil with a disability, the School shall provide designated supports or accommodations in accordance with the student's individualized education plan (IEP) or Section 504 plan. When a student's IEP or Section 504 plan specifies that the student has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the listening, speaking, reading, and writing domains, the student shall be assessed in the remaining domains in which it is possible to assess the student.

When a student's IEP team determines that the student has a significant cognitive disability such that the student is unable to participate in the initial or summative assessment or a Section of either test, even with resources, the student shall be assessed as specified in the student's IEP.

On the basis of the English language assessment, students are classified as either English Learner (EL) or Initially Fluent English Proficient (IFEP).

Criteria for reasonable fluency in English

Level	Description
Initial Fluent English Proficient [IFEP]	Students at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and

	topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the 2012 <i>California English Language Development Standards, Kindergarten Through Grade Twelve (2012 ELD Standards)</i> .
Intermediate English Learner	Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication, needs to those who can, at times, use English to learn and communicate in meaningful ways in a range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire “Expanding” proficiency level and to the lower range of the “Bridging” proficiency level as described in the 2012 <i>ELD Standards</i> .
Novice English Learner	Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the 2012 <i>ELD Standards</i> .

NOTE: Students classified as IFEP are not eligible to receive EL services and will receive grade-level instruction in an instructional program designed for Native-English and Fluent-English speakers.

IFEP Students - The parents of IFEP students are informed of the results and given the same program options as those given EO students- the default program is Mainstream English. Placement is made on the same basis as for EOs.

English Learners proceed to primary language assessment. Parents of ELs will be notified each year of their child’s current language classification along with the annual assessment results. A student will remain an EL until he or she has met the criteria for reclassification.

Parent Notification

- Results of assessments
- Student Placement

STEP 3: PARENT NOTIFICATION OF RESULTS

Parent Notification of Initial Assessment Results and Program Placement

Parents of students (ELs and IFEPs) who are administered the **initial** ELPAC will receive an official notification informing them of their child’s:

- Initial English language proficiency level and how it was assessed
- Official language classification

- Instructional program placement

In addition to the above, parents must also receive information regarding the:

- Various instructional program options, educational strategies, and educational materials to be used in each program
- Reclassification, or program exit, criteria
- Instructional program for ELs with a disability (with an IEP) and how such a program will meet the objectives of the IEP
- Expected rate of graduation for ELs

Parent Notification of Annual Assessment Results and Program Placement

Program Placement/Instructional

- **English Language Mainstream (ELM)**—A classroom setting for English learners who have acquired reasonable fluency in English, as defined by the school district. In addition to ELD instruction, English learners continue to receive additional and appropriate educational services in order to recoup any academic deficits that may have been incurred in other areas of the core curriculum as a result of language barriers.
- Core Instruction in English
- All EL students will be enrolled in an ELD class, based on their EL level. The purpose of this class is to provide Designated ELD (D-ELD) Instruction. This requirement can be met either through the virtual, teacher led ELD class or independently at home through curriculum access provided by the school. In either case, the ELD log will be required to show that the instruction is occurring daily, for a minimum of 30 minutes per day. The log will serve as the work sample for this class.
- SDAIE strategies/vocabulary development will be embedded in the curriculum and enhanced with teacher support in person or online sessions. (SDAIE Strategies for English Learner Intervention is attached).
- Monitor student progress and evaluate program regularly.
- ~~Reading Eggs- Is a comprehensive online curriculum providing a range of research-based online reading lessons, activities, and books that teach children aged 2–13 the literacy skills needed for a lifetime of reading success. The comprehensive reading program is grounded in solid educational research and covers the five pillars of reading—phonics, phonemic awareness, vocabulary, comprehension, and fluency.~~
- BrainPOP ELL- brings English language learning to life in your classroom! BrainPOP ELL explores this rich collection of support resources, from ELL-specific graphic organizers and action images to learning strategies, lesson plans, vocabulary activities, and more proficiency-based English language learning program appropriate for all ages, at no cost to students.
- MobyMax- creates digital curriculum, assessments, and learning tools for teachers and students in grades K-8.
- In addition, any other school-provided online programs, **such as Lexia English, Learning Ally, and Language Tree Online**, used in the virtual ELD class or as online licenses/access to the student.

All EL students receive access to the following curriculum:



Please [click here](#) for more information on the school provided curriculum.

Option 1 - ELD Teacher Led ****Recommended****

Classes based on EL level (ELPAC overall score)

- 2 days per week: ELD Support Classes 2x per week (30-45 min depending upon grade level)
- 3 days per week: Independent ELD based on curriculum used in the class with assignment and follow up by the ELD Teacher
- Curriculum used
 - Grades TK-5 - Launch to Literacy
 - Grades 6-12 - Link to Literacy, Essentials in Writing, PowerUp

For all Teacher Led courses the ELD Teacher will provide the following:

- Monthly information for AWR
- Grades each semester

Parent will provide the following to HST:

- Work sample for each LP (ELD Log)

Option 2 - Parent Led (Levels determined by ELPAC Score)

All levels:

- Parent responsible for providing ELD Instruction at least 30 minutes per day
- Parent provides HST with ELD log sheet monthly to document ELD instruction and to serve as a work sample
- HST works with family to monitor and verify that D-ELD is occurring
- Curriculum:
 - TK-5: Lexia English
 - 6-12: Language Tree Online
 - Parent also has the option of choosing an entirely different curriculum, as long as it is aligned to the ELD Standards. It must also be **separate and in addition**

to their core language arts curriculum
--

<p>For all Parent Led courses the Parent will provide and/or collaborate on the following with the HST:</p> <ul style="list-style-type: none"> • Monthly information for AWR • Grades each semester • Work sample for each LP (ELD Log)

STEP 4: PROGRAM PLACEMENT

The following process is used to identify the most appropriate program for the English Learner. ELPAC results indicate whether the student is *reasonably fluent in English* or not.

The criteria for reasonable fluency in English are the same as the ELPAC Performance Level Descriptors. They include:

- Student's *overall* proficiency level is moderately developed or higher, *and*
- Proficiency in *each* domain area is somewhat developed or higher. The skill areas are Listening, Speaking, Reading, and Writing (Kindergarten through 12th grade).

If the child is *reasonably fluent in English* by these criteria, then the default placement is the *mainstream English program*. Additional support services may be recommended, as appropriate. The child will normally continue in this placement until reclassified. Support services in the mainstream program must include English Language Development and may include one or more of the following:

- Content instruction using SDAIE strategies
- Specialized instruction by an English Learner Development teacher
- Participation in Benchmark, Strategic, or Intensive interventions in a variety of setting based on student need

STEP 5: PARENT ENGAGEMENT PLAN

The school makes every effort to engage parents and get them involved in their child's education. As such, a Parent Engagement Calendar of Events is created every year. It includes workshops for parents, informational meetings, and educational family events. The calendar is posted on the school's website, shared with families at the beginning of the year, flyers and information appears in the Family Newsletter, and families are invited to attend by their HSTs and the ELD department.

BILITERACY RECOGNITION PROGRAM (BRP) AND STATE SEAL OF BILITERACY (SSB)

Though both of these programs are voluntary, PCA highly recommends them to our EL and RFEP students, as they both encourage and support multiliteracy. Through the use of these two programs, and in alignment with principles 1 and 4 of the EL Roadmap, PCA aims to:

- recognize students who have demonstrated progress toward proficiency in reading, writing,

listening, and speaking in one or more world languages in addition to English

- honor and affirm students' home languages and cultures
- value diversity
- encourage a study of languages toward becoming multilingual
- certify progress toward biliteracy

AT PROMISE EL STUDENTS & LTELs (LONG TERM ENGLISH LEARNERS)

Pacific Coast Academy will annually run a list of the at-promise ELs (4-5 years as an EL) and our LTELs (6+ years as EL) and work with HSTs to strongly encourage the following supports:

- Virtual Reading Comprehension virtual classes offered by qualified instructors
- ~~Reading Horizons option~~
- ~~Mathseeds/Mathletics~~
- ~~Reading Eggs~~
- Lexia English
- Language Tree Online
- BrainPOP ELL
- Learning Ally
- Rosetta Stone English
- PCA's EL designee will collaborate with HSTs and parents to determine best practices to encourage and support each student to show English fluency and be able to reclassify

ANNUAL EL AND SUMMATIVE ELPAC NOTIFICATION LETTER

In this combined letter, parents are notified annually of their child's continued status as an EL student, whether their student is identified as Long Term English Learner (LTEL) or At Risk, and also of the requirement to participate in the summative ELPAC in the spring of that school year. The letter also lists ways the parent can help their child be more successful, as well as the PCA reclassification criteria and programs and supports offered. This letter is emailed to families within the first 30 days of each school year. (See Appendix)

STAFFING

Per state and federal law, all teachers of our EL students hold a valid CA teaching credential with authorization to instruct English Learners. This CLAD or English Learner authorization is met through coursework completion or passing scores on the 3 CTEL examinations. EL students are not assigned to teachers who have not yet earned this authorization, or, as in the case of a new teacher, with a preliminary credential, who is still working to clear their credential. Pacific Coast Academy will:

- Ensure appropriate assignments of teachers for English Learners
- Assure that teachers hold proper California Teacher Credentialing (CTC) English Learner authorizations
- Provide information regarding approved programs and exam preparation to teachers who do not

hold appropriate certification

PROFESSIONAL DEVELOPMENT FOR STAFF AND ADMINISTRATORS ON INITIAL IDENTIFICATION, PLACEMENT, AND RELATED PARENTAL RIGHTS/INFORMED CONSENT

Pacific Coast Academy is committed to providing ongoing annual professional development for administrators and staff, including special education teachers and staff, on legal requirements and district procedures relating to the implementation of the identification and placement requirements of this *English Learner Master Plan*, including but not limited to:

- Initial identification
- Placement options and procedures
- Communicating assessment results to families effectively.
- Parental rights and informed consent regarding initial identification and placement, including the parental exception waiver option.

Those who must participate in the training include but are not limited to: administrators, teaching staff, counselors, ~~Enrichment Center staff~~, staff members who work with ELs' student records, office staff members responsible for registration, special education teachers, paraprofessionals and specialists, and other support staff as necessary. The training places special emphasis on sensitivity to parents, including how to make parents feel welcome and how to ensure that they are truly informed and able to take an active role in the process of determining the appropriate instructional program for their child.

The professional development offered will be designed to improve the instruction and assessment of ELs; designed to enhance the ability of teachers, the Executive Director, and other school leaders to understand and implement curricula, assessment practices and measures and instructional strategies for ELs; effective in increasing the student's English language proficiency or substantially increasing the teacher's subject matter knowledge, teaching knowledge and teaching skills, as demonstrated through classroom observation.

INITIAL ELPAC-ELAS CORRECTION POLICY AND PROCESS

Local Educational Agencies are allowed to make one correction per student per lifetime to an English Language status. This process can be used if a parent/guardian or certificated employee of the LEA requests a review of the student's classification on the basis of the results of the Initial ELPAC. Typically, the process will be used if a parent/guardian or certificated employee can provide evidence that a student who was classified as English Learner (EL) after taking the Initial ELPAC should be classified as Initially Fluent English Proficient (IFEP). This process must occur before the first administration of the Summative ELPAC, starting in February.

If a student was tested with the initial ELPAC and was designated EL but, based on evidence and observation, you feel that they are proficient in English, the HST can request a status correction to IFEP (Initially Fluent English Proficient).

1. HST submits the Google Survey--ELAS Correction Request for Initial ELPAC; found in the EL

Resources Folder.

2. If the request is approved for further review, HST will receive an Evidence Form and info sheet.
3. HST and family review the examples of possible evidence for the student's grade span.
4. HST and family gather appropriate, grade-level evidence in all domains to illustrate student's English Language Proficiency
5. Complete the Evidence Form, signed by HST and Parent, then email, along with evidence, to the school's EL Designee or coordinator.

RECLASSIFICATION

Pacific Coast Academy reclassifies EL students to Reclassified English Fluent Proficient (RFEP) at the point when specialized language and academic support services are deemed no longer needed for ELs to be successful in their educational program at a level commensurate to non-ELs. This decision is made using criteria that include assessment of English language proficiency using the ELPAC, Smarter Balanced Assessment Consortium (SBAC) or California Alternative Assessment (CAA) scores in English-Language Arts, teacher evaluation, and parent consultation.

Once ELs are reclassified, they retain RFEP status for the rest of their educational careers. However, the academic progress of RFEP students must be monitored for a minimum of four years, as required by state and federal guidelines, and if their continued linguistic and academic performance declines or stalls, interventions are provided to ensure that these students reach and maintain grade-level academic proficiency. A full description of the reclassification process is detailed below.

ELPAC proficiency level, in addition, common, grade-level standards-based assessments, and English language development (ELD) assessments, are examined to determine if the student is able to function at a level commensurate with his or her English-speaking peers.

RECLASSIFICATION POLICY, CRITERIA, AND PROCESS:

The EL Designee or coordinator for Pacific Coast Academy will specifically evaluate students who are potentially qualified for reclassification. This will occur upon the release of ELPAC scores by the state.

Per the California Department of Education recommendations and requirements, EL Reclassification will be based on the following four criteria:

1. ELPAC Score - Students must have an Overall Performance Level score of 4 (the statewide standardized ELP criterion).
2. Teacher Evaluation - Student progress as observed by the teacher, as well as student's grades and progress on AWRs in English. A grade of C or higher is required. In the case of TK-8 students, their progress toward standard mastery must be Meeting or Exceeding Expectations.
3. Parent Opinion and Consultation - Parents will be strongly encouraged to provide their input and opinion on their child's readiness for reclassification.
4. English Language Proficiency - EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores. The cut score requirements/criteria is indicated in the chart below.

Criterion 4			
Grade	SBAC (ELA) Performance Level	Minimum Reading Score on STAR360 (Unified Scale Score)	Star Early Literacy (Star Unified Scaled Score)
TK/K	N/A	690	730
1	N/A	742	789
2	N/A	875	N/A
3	Standard Nearly Met / <u>OR</u>	950	N/A
4	Standard Nearly Met / <u>OR</u>	992	N/A
5	Standard Nearly Met / <u>OR</u>	1021	N/A
6	Standard Nearly Met / <u>OR</u>	1050	N/A
7	Standard Nearly Met / <u>OR</u>	1069	N/A
8	Standard Nearly Met / <u>OR</u>	1088	N/A
9	N/A	1105	N/A
10	N/A	1117	N/A
11	Standard Nearly Met / <u>OR</u>	1124	N/A
12	N/A	1129	N/A

PROCESS

1. The EL Designee or coordinator will complete the Reclassification Form for students who meet the first criteria. (See Appendix)
2. The Reclassification Form will then be sent to the teacher for further input and completion of grades, test scores, etc.
3. Parent opinion/feedback is gathered and entered on the form. They may also consult with the EL Designee or coordinator, and/or teacher regarding their child's reclassification.
4. At this point, if everyone is in agreement, the student is then redesignated RFEP. A Parent Notification Letter of Reclassification is mailed to the parents. (See Appendix)
5. If a student has not met criteria 1, 2, or 4, they will remain EL and will be reevaluated the next school year.

RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES

The reclassification criteria and the process is the same for Special Education students being considered for reclassification, except in those cases where the IEP team feels that the student's disability, more so than a language barrier, is the reason why the student is not qualifying for reclassification. In such cases, it is the responsibility of the IEP team, case carrier, or teacher to initiate contact with the EL Designee or coordinator to consider the alternative reclassification criteria and form. The IEP team, to include the parent and the EL Designee or coordinator, will discuss and complete the form. If the student is found to meet this criterion, he/she will then be reclassified to RFEP, and four-year monitoring will commence, as with all other RFEP students. (See Appendix)

RFEP MONITORING

Per the California Department of Education requirements, once a student is reclassified as RFEP, they are no longer required to take the summative ELPAC, but there is a requirement for four years of continuous monitoring of that student. Pacific Coast Academy will monitor RFEPs once per year over the course of

the four years, using our new EL monitoring platform, ELlevation. ~~using the Reclassification Monitoring form. Below is the RFEP Monitoring Schedule, based on student last name:~~

~~RFEP Monitoring Schedule~~

Student's Last Name	Monitoring Month, Annually for Four Years	Student's Last Name	Monitoring Month, Annually for Four Years
A-C	October	M-O	February
D-F	November	P-R	March
G-H	December	S-V	April
I-L	January	W-Z	May

If at any point, the student is scoring below grade level, intervention measures will be put in place so as to ensure that the student is receiving as much support as possible toward maintaining English language proficiency and academic growth. ~~(See Appendix)~~

In addition to the formal monitoring, there will be a minimum of three times per year that the EL coordinator works in tandem with the HST to monitor student progress. During these times, a review of the following will take place: core curriculum, specific curriculum for designated ELD, Star 360 scores, and any other intervention resources that the student might be utilizing.

Furthermore, HSTs are specifically monitoring EL student progress during their monthly LP meetings and then documenting in the Roster Checklist, which will be reviewed by the HST's Regional Coordinator and EL Coordinator, when appropriate.

~~DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)~~ ~~MULTILINGUAL LEARNERS ADVISORY COMMITTEE (MLAC)~~

~~Districts with 51 or more English Learners shall establish a functioning district level advisory committee. This committee should be composed of representative members from each school's ELAC.~~ Pacific Coast Academy maintains a functioning advisory committee primarily composed of representative parents or guardians of English learners.

~~Because~~ Pacific Coast Academy is a single site LEA charter school, ~~we will hold DELAC meetings,~~ Pacific Coast Academy will hold Multilingual Learners Advisory Committee meetings a minimum of 5 times per year. The schedule of meetings is posted on the school's website, shared with families at the beginning of the year, flyers and information appears in the Family Newsletter, and families are invited to attend by their HSTs and the ELD department.

~~DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)~~ MULTILINGUAL LEARNERS ADVISORY COMMITTEE (MLAC) BYLAWS

Article I: Name of Committee

The name of the committee shall be Pacific Coast Academy ~~District English Learner Advisory Committee (DELAC)~~ Multilingual Learners Advisory Committee (MLAC) or PCA ~~DELAC~~ MLAC.

Article II: Purpose and Responsibilities

The purpose of the ~~DELAC~~ MLAC is to:

- advise the School Board, Executive Director, and Director of ELD, on issues pertaining to English Learners (ELs)
- foster a better involvement of EL parents, thereby increasing academic achievement of the EL population
- assist in the development of the school's needs assessment
- provide input on formal school plans, such as WASC self study and LCAP.

Article III: Membership

- members are elected by parents or guardians of English Learners
- each member may serve for a one-year term and is entitled to one vote, when matters are voted upon
- composition of the ~~DELAC~~ MLAC will constitute no less than 51% parents of EL students
- Site ELAC members will vote to select at least one member to serve on the ~~District English Learner Advisory Committee (DELAC)~~ Multilingual Learners Advisory Committee (MLAC)

Article IV: Officers

- Nominations for the two officer positions will be solicited at the first ~~DELPAC~~ MLAC meeting of the school year.
- All Nominees will be added to a ballot, which will be voted on by members of the ~~DELPAC~~ MLAC. As such, officers are elected by EL parents
- The Role of President shall:
 - Consult with parents and ~~DELAC~~ MLAC members to solicit feedback for topics of interest or need at future meetings
 - Collaborate with Executive Director or Director of ELD to plan meeting agendas
 - Opens meetings and welcomes members
 - Adjourns meetings and reminds committee of the date of next meeting
 - Hold the position for two years
- The Role of Vice-President shall:
 - Fill in for the president, in his/her absence
 - Read for approval of minutes from previous meeting
 - Hold the position for two years

- A member's membership in the ~~DELAC~~ MLAC ceases once they no longer have an EL student at the school, due to reclassification, graduation, or withdrawal.
- In case of officer vacancies, re-elections will be held.

Article V: Meetings and Quorum

- Meetings will occur a minimum of five times per school year, to be held every other month.
- Meeting agendas will be posted on the school's website and are open to the public
- ~~DELAC~~ MLAC members will receive an email invite and reminder of the meeting, in addition to the posting.
- Meetings will still take place with less than 51%, a quorum, of the members present, but no official action or vote will be considered valid unless a quorum is met.

Article VI: Ratification and Amendments of Bylaws

Bylaws will be ratified and adopted every two years when a quorum of the committee votes to adopt. In the event that an amendment is required, it too will be brought to the vote of the committee members and passed with a quorum, 51% vote.

INITIAL ELPAC NOTIFICATION LETTER

To the parent(s)/guardian(s) of:

<<First Name>> <<Last Name>>

<<Address 1>>

<<Address 2>>

Student ID# <<SSID>>

Grade: <<Tested Grade>>

School: <<LEA Name>>

Test Date: <<Date Testing Completed>>

Dear Parent(s) or Guardian(s): A language other than English was noted on your child's Home Language Survey when your child first enrolled in our school. State and federal law requires us to assess your child and notify you of your child's proficiency level in English. We are required to inform you of the language acquisition program options available. From these options, you may choose the one that best suits your child (California *Education Code [EC]* Section 310). This letter also explains the criteria for a student to exit the English learner (EL) status (20 United States Code [U.S.C.] Section 6312[e][3][A][i],[vi]).

Language Assessment Results (20 U.S.C Section 6312[e][3][A][ii])

Composite Domains	English Language Proficiency Assessments for California (ELPAC) Initial ELPAC Performance Level
Overall	Status: <<Overall Performance Level>> Score: <<Overall Score>>
Oral Language (Listening and Speaking)	<<Oral Level>>
Written Language (Reading and Writing)	<<Written Level>>

Based on the results of the English language proficiency assessment, your child has been identified as an <<Calculated ELAS>> student. Their Student Score Report can now be accessed electronically through your [parent portal in School Pathways](#).

Program Placement

If your student was identified as **IFEP**, he/she is assigned to a regular academic program, will not need to participate in an English language instructional support program, will not be designated as an English Learner (EL student), nor will he/she need to take the ELPAC exam again. Please note that this does not change your student's homeschool teacher.

If your student was identified as an **English Learner (EL)**, he/she has been assigned to an appropriate English language instructional support program based on the results. The goal of this program is to help your child become proficient in English and succeed in the school's academic curriculum. Instructional support is added by your child's teacher as needed, according to the ELPAC results. Please note that this does not change your student's homeschool teacher.

Exit (Reclassification) Criteria

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's exit (reclassification) criteria

are listed below. (20 U.S.C. Section 6312[e][3][A][vi])

Required Criteria (California Education Code [EC] Section 313[f])	LEA Criteria Pacific Coast Academy EL Master Plan
English Language Proficiency Assessment	ELPAC Overall Performance Level 4
Teacher Evaluation	Student progress as observed by a teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
Parental Opinion and Consultation	Parents will be invited to, and are strongly encouraged to participate in a phone conference, as noted in the Parent Notification Letter of Reclassification.
Comparison of Performance in Basic Skills	EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores.

Intervention and Support Option

In addition to the instructional support provided by your homeschool teacher, Pacific Coast Academy offers other programs to help your student with their English fluency and academic achievement goals. Below is a list of options, which you can discuss with your teacher, if interested.

All EL students receive access to the following curriculum:		
TK-4	5-8	9-12
<ul style="list-style-type: none"> BrainPOP ELL (ELD) Lexia English (ELD) Learning Ally (supplemental) MobyMax (supplemental) 	<ul style="list-style-type: none"> BrainPOP ELL (ELD) Lexia English (ELD) Learning Ally (supplemental) MobyMax (supplemental) IXL (supplemental) 	<ul style="list-style-type: none"> Language Tree Online (ELD) Learning Ally (supplemental) Shmoop (full curriculum) IXL (supplemental)

In addition to the above provided curriculum, we strongly recommend the **Virtual Teacher-led ELD Class**. It will provide a twice per week 45-minute session focused on designated EL instruction, with individualized support and instruction using other supplemental EL curriculum and materials taught by our ELD teacher. To sign up for this class, please ask your teacher to enroll your child.

Should you have questions regarding these programs, test results, or your child's instructional placement, please contact your child's teacher, or me, at the number or email listed below.

Sincerely,

Yolanda Osborne

Director of School Support

(619) 993-0621 yolanda.osborne@pacificcoastacademy.org

ANNUAL ENGLISH LEARNER NOTIFICATION LETTER

Dear Parent(s) or Guardian(s) of <<First>>:

Each year, we are required by State and federal laws, to assess your child and notify you of your child's proficiency level in English. **Your child continues to be identified as an English learner.**

Long Term English Learner (LTEL)/ At Risk of Becoming a Long Term English Learner (ARLTEL)

[AB 81](#) requires local educational agencies and charter schools to annually notify parents if their child is identified as a Long Term English Learner (LTEL) or At Risk of Becoming a Long Term English Learner (ARLTEL).

Your student is identified as (check if applicable):

- ☐ Long Term English Learner ☐ At Risk of Becoming a Long Term English Learner

Long-Term English Learner (LTEL): An English learner (EL) student to which all of the following apply: (1) is enrolled in any of grades 6 to 12, inclusive; and (2) has been enrolled in a U.S. school for six years or more; and (3) has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level, as determined by the English Language Development test; and (4) for students in grades 6 to 9, inclusive, has scored at the "Standard Not Met" level on the prior year administration of the CAASPP-ELA. For more information see Education Code 313.1

English Learner "At-Risk" of Becoming a Long-Term English Learner ("At-Risk"): An English learner (EL) student to which all of the following apply: (1) is enrolled in grades 3 to 12, inclusive; and (2) has been enrolled in a U.S. school for four or five years; and (3) has scored at the intermediate level or below on the prior year's English language development test; and (4) has scored in the fourth or fifth year at the "Standard Not Met" level on the prior year administration of the CAASPP-ELA. For more information see Education Code 313.1

If your student is identified as LTEL or At Risk, above, we strongly suggest that you choose to meet the requirements of the Designated ELD instruction portion of their school day, by enrolling them in the virtual, ELD class, taught by one of our ELD teachers. You can contact your HST for more information.

Identifying students who need help learning English is important so they can get the support they need to become proficient in English and succeed in their academic curriculum.

Your child has been assigned to an appropriate English language instructional support program based on the results. The goal of this program is to help your child become proficient in English and succeed in the school's academic curriculum. Additional Instructional support is added by your child's teacher as needed. Please note that this does not change your student's homeschool teacher.

The Summative English Language Proficiency Assessments for California, or "Summative ELPAC," is the annual test used to measure how well students understand English and how each student is progressing in the areas of listening, speaking, reading, and writing. Information from the ELPAC tells your child's

teacher about the areas in which your child needs extra support.

This spring, your child will take the Summative ELPAC.

Students in kindergarten through grade twelve who are classified as English learners will take the Summative ELPAC every year until they are reclassified as proficient in English. Students are tested on their skills in listening, speaking, reading, and writing.

You are an important part of your child's education. To help your child get ready for the test, you can:

- Read to your child, or have them read to you on a regular basis.
- Use pictures and ask your child to tell you what they see, or what is happening in each picture.
- Provide your child with opportunities to use language outside of school.
- Talk with your child's teacher about your child's listening, speaking, reading and writing skills to help support their progress.
- You also can look at sample test questions on the practice tests, which can be found on the ELPAC Starting Smarter website at <https://elpac.startingsmarter.org>

The goal of a language acquisition program is for EL students to become proficient in English and to meet state academic achievement measures. The Pacific Coast Academy reclassification (exit) criteria are listed below.

Required Criteria	Pacific Coast Academy Criteria
English Language Proficiency Assessment	ELPAC Overall Performance Level 4
Teacher Evaluation	Teacher provides input on the student's readiness for reclassification based on overall grades, scores, work samples, etc.
Parental Opinion and Consultation	Parent provides opinion on their child's readiness for reclassification.
Comparison of Performance in Basic Skills	<ul style="list-style-type: none"> ● Progress in English and Math class ● Scores on Star 360 ● Scores on CAASPP

Supports and Programs Offered by Pacific Coast Academy

Your teacher can help you with these supports.

- Visit the EL Resources Page on our school's website to find more resources and information on the following:
 - Free online resources
 - EL Welcome Letter
 - ~~DELAC~~ MLAC meeting schedule and agendas.
- School provided EL curriculum
- Calendar of Meetings and Workshops for parents

To learn more about the ELPAC, go to the California Department of Education Parent Guides to

Understanding web page at <https://www.cde.ca.gov/ta/tg/ca/parentguidetounderstand.asp>.

Should you have questions regarding your child's instructional placement, programs or taking the ELPAC, please contact your child's teacher, or me, at the number or email listed below.

Sincerely,

Yolanda Osborne

Director of School Support

(619) 993-0621

yolanda.osborne@pacificcoastacademy.org

EVIDENCE FORM - INITIAL ELPAC CORRECTION: CORRECTING ELAS FROM EL TO IFEP

Complete all information below and email, along with documentation to Yolanda Osborne at yolanda.osborne@pacificcoastacademy.org

HST Name	Student Name
SSID	Grade
List of evidence attached	
1. Reading	
2. Writing	
3. Listening	
4. Speaking	
Additional teacher comments and observations	
Teacher Signature	Date
Parent Signature	Date
Final Outcome - Student ELAS will be corrected to IFEP: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Director of ELD	Date

ENGLISH LANGUAGE LEARNER RECLASSIFICATION FORM

Student Name		Grade		
		SSID		
HST Name		Date		
Process Participants		Number of Years in EL Program		
		EL (1-3)		
		At promise (4-5)		
		LTEL (6+)		

1. ELPAC Scores		2. English Language Proficiency/Academic Performance		
Overall Performance Level Score of 4?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Comparison of Basic Skills Data	English	Math
Domain Scores		Grades/Progress on		
Reading		AWRs		
Writing		SBAC Scores		
Listening		Star 360 Scores		
Speaking		Other		
3. Teacher Evaluation of Academic Progress (including but not limited to curriculum mastery)				
4. Parent/Guardian Opinion and Consultation				
Final Outcome - Student will be reclassified: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Teacher Signature		Director of ELD		
Parent/Guardian Signature		Official RFEP Date		

PARENT NOTIFICATION LETTER OF RECLASSIFICATION

Dear Parent or Guardian of:

State and federal laws require all school districts **and public charter schools** in California to give a state test of English proficiency each year to every student who is identified as an English learner. In California, the name of this test is the English Language Proficiency Assessments for California (ELPAC). The results of the ELPAC help to measure how each student is progressing toward proficiency in English in the areas of listening, speaking, reading, and writing.

Your child has been administered the ELPAC for this year, and we have received those scores. We reviewed your child's performance on this test and also took into consideration:

- An evaluation of your child's academic performance, including, but not limited to, a review of curriculum mastery by one or more of his/her teachers
- Your child's performance in basic skills (e.g., state assessments known as Smarter Balanced Assessment and school benchmarks known as Star 360)
- Your opinion and feedback about your child's proficiency in English and readiness to be reclassified.

Based on all of this data, your child qualifies for reclassification out of the program. We will reclassify your child as reclassified fluent English proficient (RFEP). Please see attached reclassification form for scores and further details.

Please know that we will continue to monitor your child's academic progress specifically related to English proficiency. We thank you for your input and involvement in this process and congratulate your family on this achievement. If you have questions about the ELPAC or this letter, you can ask your HST, or they can also be directed to me as well.

Sincerely,

Yolanda Osborne
Director of School Support
(619) 993-0621
yolanda.osborne@pacificcoastacademy.org

RECLASSIFICATION FORM FOR ENGLISH LEARNERS WITH DISABILITIES

POLICY, FROM PCA EL MASTER PLAN:

Reclassifying English Learners with Disabilities

The reclassification criteria process is the same for Special Education students being considered for reclassification, except in those cases where the IEP team feels that the student's disability, more so than the language barrier, is the reason for why the student is not qualifying for reclassification. In such cases, it is the responsibility of the IEP team, case carrier, or teacher to initiate contact with the EL Designee or Coordinator to consider the alternative reclassification criteria and form. The IEP team, to include parents(s)/guardian(s) and the EL Designee/Coordinator, will discuss and complete the form. If the student is found to meet this criteria, he/she will then be reclassified to RFEP and four year monitoring will commence, as with all other RFEP students.

1. Indicate which ELPAC version the student completed <input type="checkbox"/> ELPAC <input type="checkbox"/> Alternative Version				
2. ELPAC Scores		3. English Language Proficiency/Academic Performance		
Overall Performance Level Score of 4?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Comparison of Basic Skills Data	English	Math
Domain Scores		Grades/Progress on		
Reading		AWRs		
Writing		SBAC Scores		
Listening		Star 360 Scores		
Speaking		Other		
4. Has the student met language proficiency criteria as assessed by ELPAC? <input type="checkbox"/> Yes <input type="checkbox"/> No				
5. If the student's overall proficiency level was below level 4, list other informal measures of proficiency the reclassification team used to determine that it is likely the student is proficient in English.				
6. Does the IEP/reclassification team believe the student's disability impedes the student's ability to demonstrate English proficiency in the ELPAC? <input type="checkbox"/> Yes <input type="checkbox"/> No				

<input type="checkbox"/> Student's performance is commensurate with his/her ability, due to his/her disability. <input type="checkbox"/> Student's performance is commensurate with that of peers who have a similar learning disability and are NOT English learners. <input type="checkbox"/> Student's errors are indicative of a student with his/her disability versus a language barrier. <input type="checkbox"/> Other/also:	
8. Was an English proficiency goal written into the student's IEP? <input type="checkbox"/> Yes <input type="checkbox"/> No	
9. Did the student meet the English proficiency goal in their IEP? <input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Is it the belief of the IEP/reclassification team that the student has reached an appropriate level of English proficiency and should be reclassified? <input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Teacher Evaluation of Academic Progress (including, but not limited to curriculum mastery)	
12. Parent/Guardian Opinion and Consultation	
Final Outcome - Student will be reclassified: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Teacher Signature	Director of ELD
Parent/Guardian Signature	Official RFEP Date
Case Carrier	IEP Team Member
IEP Team Member	IEP Team Member
Participants in RFEP process, if different than IEP team mentioned above	

PCA K-12 TEACHER INPUT FOR RECLASSIFICATION

RECLASSIFICATION – PCA 8/12/2022

Student #:

Student:

Teacher Name		Due Date	
Teacher Subject		Submitted Date	

This student has received an Overall Level 4 on the most recent ELPAC assessment and therefore qualifies for Reclassification to English Fluent Proficient. A score of "4" meets criteria ONE of FOUR for reclassification. The remaining criteria for reclassification.

Student Information

First Name		Last Name		Local ID	
Student #		Grade Level		School	
Entered EL		Exited EL			

Monitoring Questions

1. Student's Current ELA grade (A, B, C, D, F or EE, ME, BE, AR)
2. Teacher Evaluation of Academic Progress This includes comments, but not limited to, curriculum mastery.
3. Parent/Guardian Opinion and Consultation Please solicit parent feedback and opinion on reclassification and English proficiency
4. Please indicate date that contact with parent/guardian was made.

Recommendation

As a classroom teacher for this student, I have been able to monitor academic progress during the indicated period and have submitted these answers and comments. Based on my observations, I recommend that (check option below):

Select one	
<input type="checkbox"/>	Yes - Student is recommended for reclassification
<input type="checkbox"/>	No - Student is not recommended for reclassification

Signatures

Subject _____

Date: _____

K-12 RFEP STUDENT MONITORING

RFEP STUDENT MONITORING – PCA 8/12/2022

Student #:

Student:

Teacher Name		Due Date	
Teacher Subject		Submitted Date	

This student is a former English Learner (ELs) who has exited the EL program. All former ELs are required to be "monitored" for four years after they exit the program. As this student's HST, your feedback is necessary. Please answer the questions below to provide feedback on how this student is performing academically.

Student Information

First Name		Last Name		Local ID	
Student #		Grade Level		School	
Exited Monitoring Status		Date Monitored Since			

Monitoring Questions

1. Is student making expected growth in acquiring academic content knowledge?	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	No
2. Are the student's Language Arts grades a C or better (6th-12th) or "Meeting Expectations" (TK-5th)?	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	No
3. If you answered "no" to the question above, please explain. (poor attendance, missing assignments, etc.)	
4. Are supports beyond tier 1 necessary?	
<input type="checkbox"/>	Yes

	No
5. If you answered yes on previous question, please describe further. Specific academic need, description of specific support beyond tier 1, performance target (SMART goal)	
6. List any interventions the student is currently enrolled in	

Recommendation

As a HST for this student, I have been able to monitor academic progress during the indicated period and have submitted these answers and comments. Based on my observations, this student:

Select one	
	Displays Adequate Progress - student shows adequate progress in the classroom
	Needs Intervention - student is recommended for intervention

Signatures

Subject _____

Date: _____

Coversheet

Promotion, Acceleration and Retention Policy

Section: IV. Consent Agenda

Item: D. Promotion, Acceleration and Retention Policy

Purpose:

Submitted by:

Related Material:

PCA 2021-2022 Promotion Acceleration & Retention Policy_v3_8.30.2021_Redlined
8.09.2022_with chart.pdf

BACKGROUND:

Overall, the updates serve as an annual review/evaluation of the policy. An update was made to the language in the Kindergarten Continuance section to replace "KN retention" with "continuance." This process isn't a true retention, and the new wording aligns with CA Education Code. An update/addition was made to specific deadlines for accelerated promotion and retention. An update was made to the required assessments in the accelerated promotion section to provide more details.



Pacific Coast Academy

Promotion, Acceleration & Retention Policy

~~2021-2022~~ 2022-2023

Promotion, Acceleration and Retention Policy	3
1. Promotion Policy	3
K-8	3
High School	3
Four-Year Plan for High School Students	4
2. Acceleration Policy	4
Mid-Year Grade Level Acceleration Requests	4
Procedure	5
Parent	5
Teacher	5
Student Assessment Records	5
3. Retention Policy	6
Kindergarten Retention Continuance Criteria	6
Grades 9-12 Retention Criteria	6
Grades 1-8 Retention Criteria	6
Grades 1-8 Retention Timeline	7
4. Appeals and Parent Rights	8
5. IDEA/504 Students	8
6. The Charter School Rights	8

Promotion, Acceleration and Retention Policy

Pacific Coast Academy is committed to making individual decisions on grade level acceleration based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, when high academic achievement is evident, staff may request a student for acceleration into the next ~~higher~~ grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

The purpose of the Pacific Coast Academy Governing Board approving this Promotion, Acceleration and Retention Policy is to accomplish the following:

1. Outline the Promotion Policy
2. Outline the Acceleration Policy
3. Outline the Retention Policy
4. Outline the Appeals Process for Parents
5. Establish the Process for IDEA/504 Students
6. Outline the Charter School Rights

1. Promotion Policy

K-8

Each K-8 student will be enrolled in four core subjects: Language Arts, Mathematics, Science, Social Studies, and include enrichment opportunities like art, music, athletics, world languages, technology, field trips, and virtual and in-person community and social experiences, providing a well- rounded education. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade level standards.

High School

High school students can select courses from a variety of learning programs. Students will be enrolled in a minimum of 20 credits per semester (4 classes) unless considered a fifth-year senior. If the student is taking courses at a community college, he/she must meet with his/her counselor to obtain approval prior to enrolling in the community college courses.

Required Courses for All High School Grade Levels*:

- English-Language Arts
- Mathematics
- Science
- Social Studies/History

*This depends on the student's individual graduation plan and course progression.

Four-Year Plan for High School Students

Supervising Teachers develop a four-year individual graduation plan (IGP) for each high school student. The IGP will be reviewed by the Guidance Counselor and/or Regional Administrator and revisited annually (unless necessary due to mid-year course changes). The four-year individual graduation plan will include:

- Learning Program
- Student's intended courses
- Courses completed
- Course of Study
- College and/or Career path

2. Acceleration Policy

When high academic achievement is evident, a teacher and/or parent may recommend a student for acceleration of courses. The student's social and emotional growth shall be taken into consideration in deciding to accelerate a student.

Mid-Year Grade Level Acceleration Requests

The decision to promote a student mid-year will be made only after careful consideration has been given with regards to serving the academic best interests of the student. Mid-year promotions are approved or denied during the first semester. If a student is promoted during the first semester, he/she should be on target to complete all courses at his/her promoted grade level by the end of the school year. 8th to 9th grade acceleration requests are only considered in the fall semester before the high school add/drop date.

A child who was *not age-eligible* for kindergarten (that is, the child turned five after September 1 in the 2014-15 school year or thereafter) and who attended a California private school kindergarten for a year is viewed by the CDE as *not legally enrolled* in kindergarten, pursuant to EC Section 48000 requirements. Therefore, this child, upon enrollment in public school, is enrolled in kindergarten, assessed, and may (but is not required to) be immediately promoted to first grade if the child meets the following State Board of Education criteria, pursuant to Title 5, Section 200:

- The child is at least five years of age.
- The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate the child's ability.
- The child is in the upper 5 percent of the child's age group in terms of general mental ability.
- The physical development and social maturity of the child are consistent with the child's advanced mental ability.
- The parent or guardian has filed a written statement with the district that approves placement in first grade.

A statement, signed by the district and parent/guardian, is placed in the official school records for these five-year-olds who have been advanced to first grade (EC Section 48011). This action prevents a subsequent audit exception for first grade placement of an *age-ineligible* student.

Procedure

In order for the school to make sound academic decisions regarding mid-year grade level promotions, the following process will be followed:

Parent

Parent Request: Parents may request that the teacher promote their child one grade level during the 1st semester.

Accelerated promotion requests for students in grades KN-7 are due by December 9, 2022.

Accelerated promotion requests for students in grade 8 are due by August 31, 2022.

Teacher

If the student's teacher agrees that a review for mid-year grade level promotion is appropriate, the teacher will complete a request for acceleration into a ~~higher~~ the subsequent grade level and take the student's maturity level and academic abilities into consideration. The request should be sent to gradelevelhelp@pacificcoastacademy.org. ~~Requests must be received by email prior to Winter Break.~~

Accelerated promotion requests for students in grades KN-7 are due by December 9, 2022.

Accelerated promotion requests for students in grade 8 are due by August 31, 2022.

- If the student's assessment results are not above grade level, the teacher needs to provide documentation with a written request regarding why promotion is in the student's best interest.
- If the student is not on track to complete all courses at the grade level he/she would be promoted to, the teacher will need to explain in the written request why a promotion would be in the student's best interest.
- Information regarding prior grade retention and the circumstances of such **will be considered as part of the accelerated promotion request process.**

Student Assessment Records

(A combination of the following ~~may~~ will be used to assess the student's readiness to promote):

- **Teachers must meet and evaluate student in person.**
 - *Under no circumstance shall the parent or Learning Coach assist student with assessments when the assessment is being used to promote a student mid-year.*
- Bader Reading Assessment ~~indicates~~ indicating the student is performing above current grade level.
- Writing Sample showing proficiency above grade-level standards.

- Benchmark Data (AWR reports) ~~indicates indicating~~ the student has mastered current grade-level content/state standards.
- Benchmark results (STAR 360) in Mathematics and ~~ELA-reading indicates indicating~~ the student is advanced at current grade-level content/state standards.
- SBAC results (~~if available for all applicable grade levels~~) ~~indicates indicating the~~ student has met or exceeded standards.
- Student work samples, demonstrating proficiency above current grade-level standards.

3. Retention Policy

Pacific Coast Academy is committed to making individual decisions on grade retention based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, including remediation for students that are experiencing difficulty. To that end, retention may be appropriate for a student experiencing extreme academic difficulty or serious health or family emergencies. Typically, retention is considered after various other remediation steps have been employed by student's teacher(s) and academic team with insufficient success. Special consideration will be given to students with limited English proficiency and those with a special education IEP. Students may be retained only once in their K-8 school career. After careful analysis of evidenced based instruction and intervention, retention is considered for the next school year.

Kindergarten ~~Retention-Continuance~~ Criteria

Students can also ~~be-retained~~ continue in grade K based upon current law. Kindergarten students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year based on student progress toward grade-level standards. (Ed Code 48011). Whenever a student continues in kindergarten for an additional year, the School Staff shall secure an agreement, signed by the parent/guardian stating that the student shall continue in kindergarten for not more than one additional school year. (Ed Code 46300.)

Grades 9-12 Retention Criteria

The state does not require school districts to have student retention criteria beyond the last year of middle school to the first year of high school. Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits.

Grades 1-8 Retention Criteria

If a student is identified as performing far below the minimum standard for promotion based on their progress towards the grade-level content standards, the student may be ~~retained~~ considered for retention in his/her current grade level. ~~Both the parent and teacher must determine, in writing, Following the parent's written request, the Retention Committee will determine, based on a careful review of achievement data,~~ if retention is the appropriate intervention for the student's academic deficiencies. ~~The Retention Committee's This-~~determination shall specify the reasons that retention is appropriate for the student and shall include recommendations for interventions necessary to assist the student in

attaining acceptable levels of academic achievement. If the teacher and parent are not in agreement with the recommendation of retention, please see below for the appeal process. The burden of proof for the appeal rests with the appealing party. (Ed Code 48070.5)

Grades 1-8 Retention Timeline

Parents will request student retention in writing following the timeline explained below.

Step		Timeline
1	Teacher or parent recommends retention consideration for student.	<p>Teacher – by the last day of fall semester Complete the Retention Request Survey by January 13, 2023.</p> <p>Parent – by the last day of fall semester Request grade-level retention in writing no later than the last day of the fall 2022 semester (January 6, 2023).</p>
2	<p>Remediation steps occur, including, but not limited to:</p> <ul style="list-style-type: none"> SST meetings & SST cycle Academic screenings Multi-tiered Systems of Supports, includes Tier, 1, Tier 2, and Tier 3 intervention Curriculum intervention 	<p>Teacher – March 1*September 2022 through April 2023.</p>
3	<p>The teacher and a Pacific Coast Academy administrator will invite the parent and student for a retention consultation meeting, during which the teacher, administrator, and parent/student will discuss the following available learning recovery options:</p> <ul style="list-style-type: none"> Available academic intervention and support programs and the benefits of such programs. Research on the effects of grade-level retention. The student's academic achievement data and any other information relevant to whether retention is in the student's best interest, academically and socially. 	<p>Administrator – Within 30 calendar days of the parent's written request.</p>
4	<p>Team Retention Committee meets to make recommendations regarding the student's grade-level placement of student for the next school year.</p> <p>Factors:</p> <ul style="list-style-type: none"> Teacher Recommendation Parent analysis Grades 	<p>Teacher/Academic Team Retention Committee – May 2023</p>

	<ul style="list-style-type: none"> • Test Achievement Data – Benchmark, SBAC, assessments, AWRs • SST and intervention usage data • Cumulative Record 	
5	School Administrator makes decision and informs parent or guardian.	School Administrator — before the school year has ended By the last day of school (May 31, 2023).

4. Appeals and Parent Rights

Parents have the right to appeal a decision made by the ~~Academic Team Retention Committee~~. If a parent wishes to appeal, they would complete the following steps:

- The burden of proof to provide evidence related to the appeal rests on the appealing party.
- Appeals are not available for parents of students who are not planning to reenroll with Pacific Coast Academy the following school year.
- Appeal to the ~~Academic Team Retention Committee~~ in writing within two (2) weeks of receiving the school's decision.
- The ~~Academic Team Retention Committee~~ will review the retention-related data and respond within two (2) weeks.
- If not resolved, parents may appeal to ~~the Pacific Coast Academy's~~ Executive Director in writing within two (2) weeks of the ~~Academic Team's Retention Committee's~~ dated response.
- The Executive Director will review the student's academic achievement data and send the parent or guardian a response in writing within two (2) weeks.
- The Executive Director will make all final decisions on retention appeals by the last day of school each academic year.
- The Executive Director's decision is final.

5. IDEA/504 Students

Students who participate in special education/504 plans have their education program and decision making process affected by state and federal regulations; therefore, decision-making in the area of grade promotion/retention is first governed by state and federal requirements.

6. The Charter School Rights

The policy adopted pursuant to this section shall be adopted at a public meeting of the Governing Board of Pacific Coast Academy. Nothing in this section shall be construed to prohibit the retention, promotion or acceleration of a pupil not included in grade levels identified in this policy, or for reasons other than those specified for pupils at risk for retention, if such retention is determined to be appropriate for that pupil. Nothing in this section shall be construed to prohibit the Governing Board from adopting promotion,

acceleration and retention policies that exceed the criteria established in the California Ed. Code 48070.5, Promotion or Retention of Pupils.

Grade Level Placement Chart 2022-2023

Minimum age requirement for Kinder:

As a result of legislation passed in September of 2010, children will be admitted into a Kindergarten program at the beginning of the school year, or whenever upon moving into the district, if they will have their 5th birthday on or before September 1st.

*Students who will have their 5th birthday between September 2nd and June 30th can be admitted to Transitional Kindergarten at the beginning of the school year.

Birth Date Criteria	Grade Level
09/02/17 - 02/02/18	TK - Transitional Kindergarten
09/02/16 - 09/01/17	KN - Kindergarten
09/02/15 - 09/01/16	1st
09/02/14 - 09/01/15	2nd
09/02/13 - 09/01/14	3rd
09/02/12 - 09/01/13	4th
09/02/11 - 09/01/12	5th
09/02/10 - 09/01/11	6th
09/02/09 - 09/01/10	7th
09/02/08 - 09/01/09	8th
09/02/07 - 09/01/08	9th
12/03/06 - 09/01/07	10th
12/03/05 - 12/03/06	11th
12/03/04 - 12/02/05	12th

Coversheet

Time and Effort Policy

Section: IV. Consent Agenda

Item: E. Time and Effort Policy

Purpose:

Submitted by:

Related Material:

PCA Time and Effort Policy and Procedures - Federal Funds_Final_7.11.2022_Redlined
8.08.2022.pdf

BACKGROUND:

Now that we are accepting title funds our staff will be verifying the time and effort spent on our special population students. The plan outlines the need and process for collecting forms and signatures. Time and effort policy was recently approved (6/30/2022). We have since caught a few typos and wanted clarity in the policy.



Pacific Coast Academy

Time and Effort Policy & Procedures

TABLE OF CONTENTS

TIME AND EFFORT POLICY AND PROCEDURES - TITLE FEDERAL FUNDS	3
PROGRAM/SITE MANAGER RESPONSIBILITIES	3
EMPLOYEE GUIDELINES	3
Semi-Annual Certification and Personnel Activity Report (PAR)	3
TIME ACCOUNTING FORMS.....	4
SEMI-ANNUAL CERTIFICATION AND PERSONNEL ACTIVITY REPORT (PAR).....	4
SEMI-ANNUAL CERTIFICATION for EMPLOYEES FUNDED 100% WITH ONE RESOURCE (Exhibit A):....	4
SEMI-ANNUAL CERTIFICATION for MULTI-FUNDED EMPLOYEES (Exhibit B):	4
SEMI-ANNUAL CERTIFICATION for MULTI-FUNDED EMPLOYEES WITH FIXED SCHEDULES FOR (Exhibit C & Exhibit D):	4
REQUIRED REVIEW AND APPROVAL CYCLE:	4
Semi-Annual Certification	4
CALENDAR FOR MULTIPLE FUNDING AND MULTIPLE COST OBJECTIVES (Exhibit E):	4
REQUIRED REVIEW AND APPROVAL CYCLE:	5
Personnel Activity Report (PAR):.....	5
RECONCILIATION PROCESS	5
Semi-Annual Certification:	5
Personnel Activity Report (PAR):.....	5
RECORD RETENTION	5
APPENDICES	5
Exhibit A	1
Exhibit B.....	2
Exhibit C.....	3
Exhibit D	4
Exhibit D.1	6
Exhibit E.....	7

TIME AND EFFORT POLICY AND PROCEDURES - ~~TITLE~~ FEDERAL FUNDS

Federal law requires employees funded with Restricted programs to complete timesheets to support Time Accounting documentation. Recipients of federal grants are required to implement internal controls that safeguard the integrity of their programs to achieve intended results. Time documentation is required to ensure that the school is properly charging salaries and wages that are reasonable, necessary, and allowable in accordance with applicable program requirements. The Federal Education Department General Administrative Regulations (EDGAR) requires all employees who are fully or partially funded by federal programs to prepare and maintain time documentation.

PROGRAM/SITE MANAGER RESPONSIBILITIES

Each program/site manager must ensure that all federally funded employees and their supervisors are familiar with the time documentation guidelines and are complying with these requirements. This includes training school staff who are paid all or in part with federal funds on the basic purpose and intent of each federal program and why they are being paid, all or in part, with federal funds. Please review the Employee Guidelines outlined below.

EMPLOYEE GUIDELINES

All employees who are fully or partially funded by federal categorical funds must complete their time documentation on the approved forms. The type of documentation required depends on how the employee is funded and how many different grant activities (cost objectives) are assigned. Semi-annual or monthly reports are completed after the work period. Examples of categorically funded employees include instructional aides; teachers, resource teachers; counselors; parent liaisons, and many other classified and certificated employees.

There are three time-accounting forms used, depending on funding sources, work activities, and schedule.

Semi-Annual Certification and Personnel Activity Report (PAR)

- Employees Funded 100% with One Resource - Exhibit A
- Multi-Funded Employees - Exhibit B
- Multi-Funded Employees with Fixed Schedules - Exhibit C
- Accompanying Work Schedule - Exhibit D
- Calendar for Multiple Funding and Multiple Cost Objectives - Exhibit E

Employees must fill out only one form that fits their position. The time accounting form must be certified by the proper designees (i.e., employee and/or supervisor). The employee's supervisor must have direct knowledge of the employee's activities.

TIME ACCOUNTING FORMS

SEMI-ANNUAL CERTIFICATION AND PERSONNEL ACTIVITY REPORT (PAR)

SEMI-ANNUAL CERTIFICATION for EMPLOYEES FUNDED 100% WITH ONE RESOURCE ([Exhibit A](#)):

If an employee works 100% on one activity and is paid through one federal funding source only, (for example an instructional aide or resource teacher that is working at one school site and working on one goal on a set schedule), they will sign this form ([exhibit A](#)) twice a year, which is submitted after each six month work period. These will be completed in January for the July-December work period, and again in June for the January-June work period.

SEMI-ANNUAL CERTIFICATION for MULTI-FUNDED EMPLOYEES ([Exhibit B](#)):

If an employee works a percentage of time on one activity and is paid through one federal funding source and one unrestricted resource, they will sign this form ([exhibit B](#)) twice a year, which is submitted after each six-month work period. These will be completed in January for the July-December work period, and again in June for the January-June work period.

SEMI-ANNUAL CERTIFICATION for MULTI-FUNDED EMPLOYEES WITH FIXED SCHEDULES FOR ([Exhibit C](#) & [Exhibit D](#)):

Under the school's *Substitute Time Accounting System* certified in the *Consolidated Application Reporting System* (CARS), if a multi-funded employee works on a single cost objective, their schedule does not change, and they stay in one location, they may complete the **SEMI-ANNUAL MULTI-FUNDED CERTIFICATION** ([exhibit C](#)) twice a year.

The multi-funded certification must list funding sources and the respective percentage of each. In order to use this form (~~exhibit B~~) ([exhibit C](#)), the employee **must submit one accurate work schedule** ([exhibit D](#)) with each Semi-Annual Certification form. The schedule must include information such as time periods, grades, and subjects (see [exhibit D.1](#) for an example).

REQUIRED REVIEW AND APPROVAL CYCLE:

Semi-Annual Certification

The following form(s) must be submitted in January (covering the July- December work period) and June (covering the January - June work period). In June, Semi-annual reports can be signed on the last day of work for the employee's school year.

CALENDAR FOR MULTIPLE FUNDING AND MULTIPLE COST OBJECTIVES ([Exhibit E](#)):

If an employee's work schedule varies daily or throughout the month, and/or the employee works at multiple sites, the employee should document their daily work schedule through a personnel activity report (PAR). The PAR ([exhibit E](#)) should identify each program for which work was performed and the daily time dedicated to each program. The total documented time should account for the total activity for which each employee is compensated.

All multi-funded, multiple-cost objective employees must complete PARs on a monthly basis.

REQUIRED REVIEW AND APPROVAL CYCLE:

Personnel Activity Report (PAR):

After the last day of each month, the employee signs and submits their completed PAR, to their supervisor for review. The supervisor must date and sign the PAR after the end of the month and submit it by the 10th of the following month. PARs should be signed or submitted by the last day of the following month.

RECONCILIATION PROCESS

Semi-Annual Certification:

- Program managers will collect the Semi-Annual Certification form from all employees that are required to complete it and ensure that all forms are received are complete, verify the single cost objective, and provide copies to the Accounting Department.
- The Accounting department reviews each semi-annual and compares it to the actual payroll expenditure ledger to confirm semi-annual certification agrees with the budgeted funding distribution. Managers are notified of discrepancies between resource allocation and time on semi-annual forms.
- Any differences between the payroll distribution and actual duties performed must be adjusted unless the difference is within the de minimis benefit rule.

Personnel Activity Report (PAR):

- Program managers will collect the PAR form from all employees that are required to complete it and ensure that all forms are received are complete, and provide copies to the Accounting department.
- The Accounting department reviews each PAR and compares it to the actual payroll expenditure ledger to confirm reported time activity agrees with the budgeted funding distribution. Managers are notified of discrepancies between resource allocation and time on calendars.
- Any differences between the payroll distribution and actual duties performed must be adjusted unless the difference is within the de minimis benefit rule.
- Reconciliation occurs quarterly in July, October, January, and April, to coincide with each budget or actual reporting period.

RECORD RETENTION

All semi-annual certifications and PARs are filed by Fiscal Year and are retained in the school for a period of 5 years

APPENDICES

Exhibit A

**Pacific Coast Academy
Semi-Annual Certification Personnel with
Single Cost Objective and One Resource**

Employee Name:	Position:
----------------	-----------

Job Description:

Single Cost Objective: YES

This individual is budgeted and worked solely in the following program for the preceding six-month period.
--

Work Period	Program Name	Resource Code

CERTIFICATION: I hereby certify that this report is an after-the-fact determination of actual effort expended for the period indicated and that I have full knowledge of 100 percent of these activities.

Employee Signature:	Date:
Supervisor's Name:	Supervisor's Title:
Supervisor's Signature:	Date:

Director of Accountability is required to maintain these timesheets for a period of five years.

Exhibit B

**Pacific Coast Academy
Semi-Annual Certification Personnel with
Single Cost Objective and One Resource**

Employee Name:	Position:
----------------	-----------

Job Description:

Single Cost Objective: **YES**

This individual is budgeted and worked in the following program for the preceding six-month period.

Work Period	Percentage of Time	Program Name	Resource Code

CERTIFICATION: I hereby certify that this report is an after-the-fact determination of actual effort expended for the period indicated and that I have full knowledge of 100 percent of these activities.

Employee Signature:	Date:
Supervisor's Name:	Supervisor's Title:
Supervisor's Signature:	Date:

Director of Accountability is required to maintain these timesheets for a period of five years.

Exhibit C

**Pacific Coast Academy
Semi-Annual Certification for Multi-Funded Personnel
Single Cost Objective and Fixed Schedules**

Employee Name:	Position:
----------------	-----------

Job Description:

Single Cost Objective: YES

This individual is budgeted and worked in the following program for the preceding six-month period.

Work Period	Percentage of Time	Program Name	Resource Code

CERTIFICATION: I hereby certify that this report is an after-the-fact determination of actual effort expended for the period indicated and that I have full knowledge of 100 percent of these activities.

Employee Signature:	Date:
Supervisor's Name:	Supervisor's Title:
Supervisor's Signature:	Date:

Director of Accountability is required to maintain these timesheets for a period of five years.

Exhibit D

WORK SCHEDULE

Employee Name:	Period Covered:
Position:	Department:

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY

Exhibit D.1

Example Work ScheduleEmployee Name: Susie Smith Period Covered: 8/2/21 - 12/31/21Position: EL Teacher Department: Student Support Services

Monday	Tuesday	Wednesday	Thursday	Friday
8:00–8:30 Consult w/ staff re: Title I students & curriculum	8:00–8:30 Consult w/ staff re: Title I students & curriculum	8:00–8:30 Consult w/ staff re: Title I students & curriculum	8:00–8:30 Consult w/ staff re: Title I students & curriculum	8:00–8:30 Consult w/ staff re: Title I students & curriculum
8:30–8:45 Break	8:30–8:45 Break	8:30–8:45 Break	8:30–8:45 Break	8:30–8:45 Break
8:45–9:15 Special ed. support	8:45–9:15 Special ed. support	8:45–9:15 Special ed. support	8:45–9:15 Special ed. support	8:45–9:15 Special ed. support
9:15–10:00 Small group reading	9:15–10:00 Small group reading	9:15–10:00 Small group reading	9:15–10:00 Small group reading	9:15–10:00 Small group reading
10:00–10:30 Small-group math	10:00–11:00 Second-grade Title I reading/math	10:00–10:30 Small-group math	10:00–11:00 Second-grade Title I reading/math	10:00–10:30 Small-group math
10:30–11:00 Second-grade Title I reading/math		10:30–11:00 Second-grade Title I reading/math		10:30–11:00 Second-grade Title I reading/math
11:00–11:30 Lunch break	11:00–11:30 Lunch break	11:00–11:30 Lunch break	11:00–11:30 Lunch break	11:00–11:30 Lunch break
11:30–11:45 Individual special ed. student catch-up	11:30–11:45 Individual special ed. student catch-up	11:30–11:45 Individual special ed. student catch-up	11:30–11:45 Individual special ed. student catch-up	11:30–11:45 Individual special ed. student catch-up
11:45–12:35 Small-group math	11:45–12:35 Small-group math	11:45–12:35 Small-group math	11:45–12:35 Small-group math	11:45–12:35 Small-group math
12:35–1:05 Small-group writing	12:35–1:05 Small-group writing	12:35–1:05 Small-group writing	12:35–1:05 Small-group writing	12:35–1:05 Small-group writing
1:05–1:20 Break	1:05–1:20 Break	1:05–1:20 Break	1:05–1:20 Break	1:05–1:20 Break
1:20–1:40 Title I prep	1:20–1:40 Title I prep	1:20–1:40 Title I prep	1:20–1:40 Title I prep	1:20–1:40 Title I prep
1:40–2:30 First grade Title I reading/math	1:40–2:30 First grade Title I reading/math	1:40–2:30 First grade Title I reading/math	1:40–2:30 First grade Title I reading/math	1:40–2:30 First grade Title I reading/math
2:30–3:30 Title I lesson planning and student learning plan follow-up	2:30–3:00 Title I lesson planning	2:30–3:30 Title I lesson planning and student learning plan follow-up	2:30–3:00 Title I lesson planning	2:30–3:30 Title I lesson planning and student learning plan follow-up
	3:00–3:30 Bus duty		3:00–3:30 Bus duty	

Pacific Coast Academy
Personnel Activity Report (PAR)

Employee Name:	Position:
----------------	-----------

Job Description:

This individual is budgeted and worked in the following program for the preceding six-month period.

Month	Program Name	Resource Code

DAYS OF THE MONTH --
SHOW HOURS WORKED

ACTIVITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	%
																															0	#DIV/0!	
																															0	#DIV/0!	
																															0	#DIV/0!	
TOTAL HOURS WORKED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!	

LEGEND

- Sat/Sun SS
- Holiday H
- School Break SB
- Personal Leave PL
- Sick Leave SL

CERTIFICATION: I hereby certify that this report is an after-the-fact determination of actual effort expended for the period indicated and that I have full knowledge of 100 percent of these activities.

Employee Signature:	Date:
Supervisor's Name:	Supervisor's Title:
Supervisor's Signature:	Date:

Director of Accountability is required to maintain these timesheets for a period of five years.

Coversheet

Invoices over \$100,000

Section: IV. Consent Agenda
Item: F. Invoices over \$100,000

Purpose:

Submitted by:

Related Material:

PCA - Specialized Therapy Services 06.13.22 - Invoice #PCAC01-0522 -
\$106,223.15.pdf

06/20/22
Kirstine Franklin

Specialized Therapy Services, Inc.
4204A Adams Avenue
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Invoice PCAC01-0522



BILL TO

Pacific Coast Academy
13915 Danielson St. #103
Poway, CA 92064

DATE
06/13/2022

PLEASE PAY
\$106,223.15

DUE DATE
07/23/2022

SERVICE PERIOD

May

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/31/2022	APE 425	Adapted Physical Education: Hourly Services	8.75	120.00	1,050.00
05/31/2022	AT 445	Assistive Technology: Hourly Services	30	160.00	4,800.00
05/31/2022	Audiology 720	Audiology: Hourly Services	6.50	540.00	3,510.00
05/31/2022	BI 535	Behavior Intervention: Hourly Services	6	195.00	1,170.00
05/31/2022	ERMHS 510,515,520,525,530	ERMHS 510,515,520,525,530: Hourly Services	4.50	150.00	675.00
05/31/2022	ERMHS 510 Assessment	ERMHS Assessment: Flat Rate	1	1,400.00	1,400.00
05/31/2022	MT 900	Music Therapy: Hourly Services	19.80	128.00	2,534.40
05/31/2022	O&M 730	Orientation & Mobility: Hourly Services	1.50	200.00	300.00
05/31/2022	OT 450	Occupational Therapy: Hourly Services	39	145.00	5,655.00
05/31/2022	OT Assistant 450	Occupational Therapy Assistant: Hourly Services	7	95.00	665.00
05/31/2022	Psych 530	Psychological: Hourly Services	7	100.00	700.00
05/31/2022	Psych 530 Assessment with Academics	Psychological Assessment with Academics: Flat Rate	20	1,850.00	37,000.00
05/31/2022	Psych 530 Assessment with ERMHS & Academics	Psych Assessment with ERMHS & Academics: Flat Rate	5	2,100.00	10,500.00
05/31/2022	PT 460	Physical Therapy: Hourly Services	9	165.00	1,485.00
05/31/2022	PT 460	Physical Therapy: Drive Time	3	92.50	277.50
05/31/2022	Speech 415	Speech Therapy: Hourly Services	35.75	125.00	4,468.75
05/31/2022	Speech Assistant 415	Speech Assistant: Hourly Services	28.25	85.00	2,401.25

Kristine Franklin

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/31/2022	Speech Assistant 415	Speech Assistant: Drive Time	1.50	85.00	127.50
05/31/2022	Audiology 720 Virtual	Audiology: Virtual Hourly Services	2.25	540.00	1,215.00
05/31/2022	BI 535 Virtual	Behavior Intervention: Virtual Hourly Services	2.25	195.00	438.75
05/31/2022	ERMHS 510,515,520,525,530 Virtual	ERMHS 510,515,520,525,530: Virtual Hourly Services	6	150.00	900.00
05/31/2022	OT 450 Virtual	Occupational Therapy: Virtual Hourly Services	1	145.00	145.00
05/31/2022	Speech 415 Virtual	Speech Therapy: Virtual Hourly Services	10.50	125.00	1,312.50
05/31/2022	Speech Assistant 415 Virtual	Speech Assistant: Virtual Hourly Services	5	85.00	425.00
05/31/2022	VI 725	Vision Itinerant: Hourly Services	22.50	200.00	4,500.00
05/31/2022	VI 725	Vision Itinerant: Drive Time	6	110.00	660.00
05/31/2022	VT 900	Vision Therapy: Hourly Services	5.25	170.00	892.50
05/31/2022	BI 535	Behavior Intervention: Hourly Services - March & April 2022 Late Billed Services	17	195.00	3,315.00
05/31/2022	Psych 530 Assessment with Academics	Psychological Assessment with Academics: Flat Rate - April 2022 Late Billed Services	7	1,850.00	12,950.00
05/31/2022	Speech 415 Virtual	Speech Therapy: Virtual Hourly Services - March & April 2022 Late Billed Services	6	125.00	750.00

TOTAL DUE

\$106,223.15

THANK YOU.

Coversheet

Compensation Policy--Stipend Chart

Section: IV. Consent Agenda
Item: G. Compensation Policy--Stipend Chart
Purpose:
Submitted by:
Related Material:
PCA 2022-2023 Stipend Chart_v1_Rev 7.28.2022_Redlined 8.16.2022.pdf

BACKGROUND:

Updating SPED caseload amount for in-person stipends and student caseload for the stipend for counselors.

A change was made to the in-person stipend for Special Education on the stipend spreadsheet.

Stipend Amount

- Up to .25 in-person (10 hours per week) = \$1,500
- Up to .5 in-person (20 hours per week) = \$3,000
- Up to .75 in-person (30 hours per week) = \$4,500
- Up to 1.0 - in-person (40 hours per week) = \$6,000

Pacific Coast Academy
July 1, 2022-2023 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Academic Decathlon Coach/Advisor	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Decathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	28
Academic Pentathlon Coach/Advisor	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Pentathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	N/A
Administrative Support	\$10,000	Assigned Position: Paid to a certificated teacher who applied and received the position.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
Career Technical Education (CTE)	\$5,000	Paid to CTE credentialed teachers who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
CHYA	\$2,500	Assigned Position: Paid to a certificated teacher to provide office hours and instruction/support with CHYA curriculum.	Eligibility is earned after service has been completed from start date to end date.	Paid as a lump sum after completion of the work.	28
Counselor - Pupil Personnel Services (PPS)	\$8,500	Paid to PPS credentialed teachers who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A

Pacific Coast Academy
July 1, 2022-2023 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Counselor Extra Section	\$450 per week for each section of counseling coverage over 3 sections.	Provided to school counselors with a PPS who serve an extra section of students as school counselor.	Eligibility starts at the beginning of the school year and once counseling services begin.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	3 sections, additional pay begins on 4th section
Elevate Lead Teacher	\$6,000	Assigned Position: Paid to a certificated teacher who facilitates online instruction and regular events for the Elevate Program.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	28
Elevate Lead Teacher Summer	\$300	Assigned Position: Paid to certificated teachers (12) who will develop and plan the Elevate program for the start of the school year.	Eligibility starts at the beginning of June.	Paid bimonthly for the month of June.	N/A
Extended School Year (ESY)	\$3,500	Paid to special education teachers who provide services during ESY.	Eligibility is earned after service has been completed from start date to end date.	Paid in 2 installments during each of the 2 pay periods of ESY.	N/A
Extra Student	\$100/month/student for any student after the designated amount.	If the Executive Director assigns additional students to the employee's roster over the designated amount, the employee will be compensated for those students.	Eligibility starts once the HST is full-time, and students are assigned at the Executive Director's discretion. Roster numbers are pulled bimonthly. Extra pay starts on or after 7/15 with a fully executed Master Agreement.	Paid bimonthly over the course of the student days of attendance. Will be prorated based on period of service during the school year.	Designated Amount HST: 28 RC: 16 High School RC: 10 Intervention/ELD: 24
High School Academic Support Coordinator	\$15,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be a lead for the team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July - June. Will be not prorated. It is a set amount regardless of when hired for the position.	28

Pacific Coast Academy
July 1, 2022-2023 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Highly Qualified Teacher Extra Course	\$450/pay period for each section of Edgenuity coverage and \$670/pay period for each section of ChoicePlus Academy coverage after 5 sections.	Provided to single subject credentialed teachers who teach additional coursework beyond a full load in ChoicePlus Academy or Edgenuity programs.	Eligibility once the teacher begins teaching the additional section.	Paid bimonthly over 10 months of the student calendar.	5 Sections, additional pay begins for 6th section.
Highly Qualified Teacher Summer School	\$31.00/hour	Provided to single subject credentialed teachers who teach additional coursework for high school summer school courses.	Eligibility starts at the beginning of June.	Paid bimonthly over 2 months; June - July. Will be prorated based on period of service during the school year.	N/A
Induction Coach	\$500/teacher/semester	Paid to credentialed teachers who work with teachers who are working toward clearing their credential.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
Lead Enrollment Specialist	\$1,500	Assigned Position: Paid to an experienced employee who takes lead during the enrollment window.	Eligibility starts during the enrollment window; April-June.	Paid when work has been completed.	N/A
Library Specialist Team Lead	\$7,800	This position is open to current PCA Library Specialists.	Eligibility begins immediately.	Paid \$325 bimonthly over 12 months; July - June.	N/A
Medical Benefit Opt-Out	\$3,000	Provided to staff who opt out of medical benefit coverage.	Eligibility starts at the beginning of the school year.	\$125 paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.	N/A

Pacific Coast Academy
July 1, 2022-2023 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Mileage	\$2,500 per year	Certificated employees who carry a roster and must travel to student monthly meetings.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
MOU Coordinator	\$8,400	Assigned Position: Paid to designated director to provide support for all employees that are on the shared staff MOU.	Eligibility starts at the beginning of the school year paid July-June.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.	N/A
Occupational Therapist Extended School Year	\$3,500	Paid to Occupational Therapists assigned to provide services during the extended school year.	Eligibility is earned after service has been completed from start date to end date.	Paid in 2 installments during each of the 2 pay periods of the extended school year.	N/A
Phone/ Internet/ Utilities	\$956.16	Provided to all employees for work expense, including phone, internet, and utilities costs.	For all current employees. Eligibility starts at the beginning of the school year paid bimonthly July - June.	\$39.84 paid bimonthly over July - June. Will be prorated based on period of service during the school year. Payments will align with the employee's work calendar.	N/A
Robotics Teacher (Competition Team)	\$15,000	Assigned Position: Paid to a designated HST who applied and received the position to provide Robotics instruction for the Robotics team.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	28
Spark Teacher	\$9,000	Assigned Position: Paid to a designated HST who applied and received the position to facilitate online instruction and regular events for the Spark Program.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	28

Pacific Coast Academy
July 1, 2022-2023 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Spark Teacher Retention	up to \$3,000	Assigned Position: Paid to designated Spark Teachers based on student retention and performance.	Eligible teachers will be selected and notified in January.	Paid bimonthly from February - May.	N/A
Spark Teacher Sub	\$31.00/ with a total of 2 hours expected	Assigned Position: Paid to a designated HST who volunteered and received the position.	Eligibility starts upon covering a Spark class as a substitute.	Paid the following paycheck after work and hours are submitted.	N/A
Special Programs Lead	\$6,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	28
SPED Assessment Team Overage	\$150 per additional assessment	Education specialists completing more than 15 assessments per month will be provided \$150 for each additional assessment.	Stipend is earned after the IEP meeting is held.	Paid as lump sum after completion of the work.	N/A
SPED Extra Student Teacher	Mild/Moderate \$150/month per extra student. Moderate/ Severe or Moderate/ Severe Transition \$400/month per extra student	If the Special Education Director assigns additional students to the employee's full-time caseload, the employee will receive \$150/month per student in the Mild/Moderate program, \$400/month per student in the Moderate/Severe program or M/S transition program.	Eligibility starts once rosters surpass required roster limits (which may be retroactive to the start of the 2021-2022 school year).	Paid bimonthly over 10 months; August - May.	N/A
SPED Extra Student Sub	\$150/month/ student while carrying extra students on caseload.	If the Deputy Executive Director of SPED assigns additional students to the employee's full-time load, the employee will receive \$150/month per student.	Becomes eligible upon covering a roster as a substitute.	Paid bimonthly over the course of the student days of attendance. Will be prorated based on period of service during the school year.	N/A

Pacific Coast Academy
July 1, 2022-2023 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
SPED In-Person Services Teacher	Up to 25% = \$1,250 Up to 50% = \$2,500 Up to 75% = \$3,750 Up to 100% = \$5,000 Up to .25 in-person (10 hours per week) = \$1,500 Up to .5 in-person (20 hours per week) = \$3,000 Up to .75 in-person (30 hours per week) = \$4,500 Up to 1.0 - in-person (40 hours per week) = \$6,000	Assigned position for Education Specialists. Must provide services to identified student(s) in-person.	Stipend to begin first full pay period following board approval.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	N/A
SPED Lead Extended School Year (ESY) Teacher	\$1,000	Lead ESY teacher is responsible for organizing various components of ESY program and managing day to day operations during ESY	Stipend is earned after completion of ESY	Paid as lump sum after completion of the work	N/A
SPED Lead Teacher	\$1,000	Assigned Position: Must be in a leadership role and an authority in compliance, training, and support in the field of special education.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	N/A
SPED Summer Training	\$300 per each day of training	Paid to new staff assigned to training over the summer.	Eligibility is earned after training has been completed.	Paid as lump sum after completion of the work.	N/A

Pacific Coast Academy
July 1, 2022-2023 – Stipend Chart

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Speech Pathologist Extended School Year	\$3,500	Paid to Speech Pathologists assigned to provide services during the extended school year.	Eligibility is earned after service has been completed from start date to end date.	Paid in 2 installments during each of the 2 pay periods of the extended school year.	N/A
Speech Pathologist Lead	\$1,000	Assigned Position: Must be in a leadership role and an authority in compliance, training, and support in the field of speech pathology.	Eligibility Starts at the beginning of the employee's first work day.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on the period of service during the school year.	N/A
Testing Team Lead	\$6,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	28