Pacific Coast Academy

Special Board Meeting

Date and Time

Thursday September 24, 2026 at 5:00 PM PDT

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:00 PM**
A.	Call the Meeting to Order		Jessica Ackermann	1 m
B.	Roll Call of Board Members		Jessica Ackermann	1 m
C.	Public Comments		Jessica Ackermann	
D.	Approval of the Agenda	Vote	Jessica Ackermann	1 m
II.	**Finance**			**5:03 PM**
A.	Approval of the 2025–26 Unaudited Actuals and Ratification of Timely Submission	Vote	Kate Eng	10 m
B.	2025-2026 Education Protection Account (EPA) Actuals	Vote	Kate Eng	10 m
C.	Financial Report	Vote	Kate Eng	10 m
D.	Resolution to Delegate Limited Bonus Authority to the Executive Director	Vote	Kate Eng	5 m

		Purpose	Presenter	Time
E.	Lease Agreement- 2727 Camino del Rio South, Suite 127	Vote	Krystin Demofonte	5 m
F.	Lease Agreement- 500 W. Vista Way	Vote	Krystin Demofonte	5 m
G.	Amended and Restated Agreement Between the Dehesa School District And Pacific Coast Academy Regarding Socal Scholars Academy	Vote	Krystin Demofonte	5 m
H.	PCA_Operations and Special Education MOU	Vote	Krystin Demofonte	5 m

III. Other Business — 5:58 PM

A.	2026-2027 Board Meeting Calendar	Vote	Krystin Demofonte	5 m
B.	Professional Boundaries Policy	Vote	Krystin Demofonte	5 m
C.	Supplemental Cyber Liability Insurance Proposal	Vote	Krystin Demofonte	5 m
D.	Executive Director Report	FYI	Krystin Demofonte	20 m

IV. Consent Agenda — 6:33 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 Regular Board Meeting on June 3, 2026

B. 2026-2027 Employee Handbook

C. 2026-2027 Compensation Policy, Stipend Chart, Admin & Director Salary

D. Inspection of Public Records Policy

E. Fiscal Policy

F. Transportation and Driving Policy

G. Independent Educational Evaluation Policy (IEE)

		Purpose	Presenter	Time
H.	Evaluation Policy			
I.	Non-Compliance Policy			
J.	Contracts, Invoices, and Purchasing Quotes over 100K			
K.	Approve Consent Agenda This Is The Vote To Approve The Consent Agenda Items.			
V.	**Closed Session**			**6:33 PM**
A.	Employee Performance Evaluation: Executive Director § 54957(b)	Discuss	Jessica Ackermann	20 m
VI.	**Closing Items**			**6:53 PM**
A.	Announcement of Next Scheduled Meeting- December 10 at 6:00pm	FYI	Jessica Ackermann	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. Please 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. When a member of the public utilizes a translator to address the board, those individuals are granted twice the allotted time. When 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 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

Approval of the 2025–26 Unaudited Actuals and Ratification of Timely Submission

Section: II. Finance
Item: A. Approval of the 2025–26 Unaudited Actuals and Ratification of Timely Submission
Purpose: Vote
Submitted by:
Related Material: PCA_FY26_UAR Presentation.pdf

CHARTER IMPACT

Pacific Coast Academy

Unaudited Actuals Presentation – 2025/26

Highlights

- Revenue closed at **$119M**, **+$515K** to April projection
- Expenses totaled **$117M**, **+$2.2M**
- Year-end surplus for year-end is **$2.2M**, **–$1.7M**
- P2 ADA was **8,059.00, +9** to April forecast

Compliance & Reporting

- 25:1 PTR within compliance
- 40/80 in compliance

Pupil:Teacher Ratio	
21.24 :1	
Cert.	**Instr.**
56.1%	87.4%
17,975,123	8,776,012

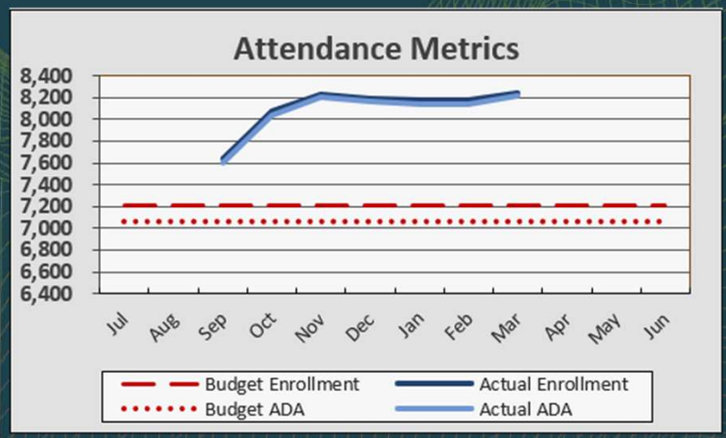
CHARTER IMPACT

Attendance

- P2 ADA locked at **8,059**, **5%** better than original budget and **+20%** to prior year
- ADA up **3,212** (**+66%**) from FY23

Enrollment & Per Pupil Data			
FY23	**FY24**	**FY25**	**FY26**
4,846.81	5,600.42	6,721.68	8,059.00

Enrollment & Per Pupil Data		
	Actuals	**Budget**
Average Enrollment	8,102	7,804
ADA	8,059	7,648
Attendance Rate	99.5%	98.0%
Unduplicated %	37.0%	39.0%
Revenue per ADA	$14,750	$14,620
Expenses per ADA	$14,477	$13,982



CHARTER IMPACT

Revenue

Revenue increased **$515K** to April projection, driven by:

- State Lottery: **+$490K**, due to:
  - PY adjustment: **+$305K**
  - Higher than anticipated Lottery receipts: **+$185K**

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Revenue						
State Aid-Rev Limit	$ 101,272,608	$ 93,794,052	$ 7,478,556	$ 101,272,608	$ 93,794,052	$ 7,478,556
Federal Revenue	2,289,219	1,733,807	555,412	2,207,775	1,733,807	473,968
Other State Revenue	17,895,883	16,283,062	1,612,821	14,978,081	16,283,062	(1,304,981)
Other Local Revenue	407,894	-	407,894	407,894	-	407,894
Total Revenue	**$ 121,865,604**	**$ 111,810,920**	**$ 10,054,684**	**$ 118,866,357**	**$ 111,810,920**	**$ 7,055,437**

Expenses

Expenses increased **$2.2M** (**+2%**), driven by:

- Student Funds: **+$1.8M**, primarily in Other Educational Consultants
- SPED Services: **+$885K** in YE catch up payments
- Software: **-$440K**

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Expenses						
Certificated Salaries	$ 44,631,923	$ 41,697,133	$ (2,934,790)	$ 48,095,572	$ 41,697,133	$ (6,398,439)
Classified Salaries	6,914,695	5,158,853	(1,755,842)	6,914,695	5,158,853	(1,755,842)
Benefits	15,351,989	15,327,241	(24,748)	17,138,938	20,099,691	2,960,753
Books and Supplies	14,641,759	16,552,340	1,910,581	14,726,027	16,552,340	1,826,313
Subagreement Services	21,456,666	15,436,355	(6,020,311)	21,456,666	15,436,355	(6,020,311)
Operations	1,819,453	1,565,000	(254,453)	1,819,453	1,565,000	(254,453)
Facilities	400,678	298,248	(102,430)	513,064	298,248	(214,816)
Professional Services	5,999,881	5,731,466	(268,415)	5,934,845	5,879,845	(55,000)
Depreciation	49,944	244,875	194,931	49,944	244,875	194,931
Interest	22,594	-	(22,594)	22,594	-	(22,594)
Total Expenses	**$ 111,289,582**	**$ 102,011,510**	**$ (9,278,071)**	**$ 116,671,798**	**$ 106,932,340**	**$ (9,739,459)**

CHARTER IMPACT

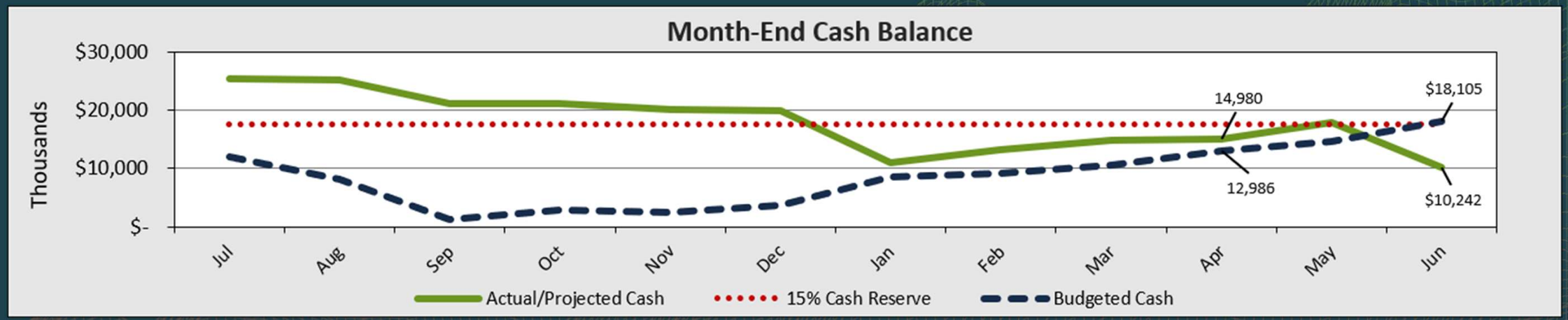
Fund Balance

- Year-end surplus totaled **$2.2M**, **1.9%** of total expenses
- End-of-year balance exceeded State recommendation of **5%**

Annual/Full Year		
Forecast	**Budget**	**Fav/(Unf)**
$ 2,194,559	**$ 4,878,580**	**$ (2,684,022)**
20,502,878	20,502,878	
$ 22,697,437	**$ 25,381,458**	
19.5%	*23.7%*	

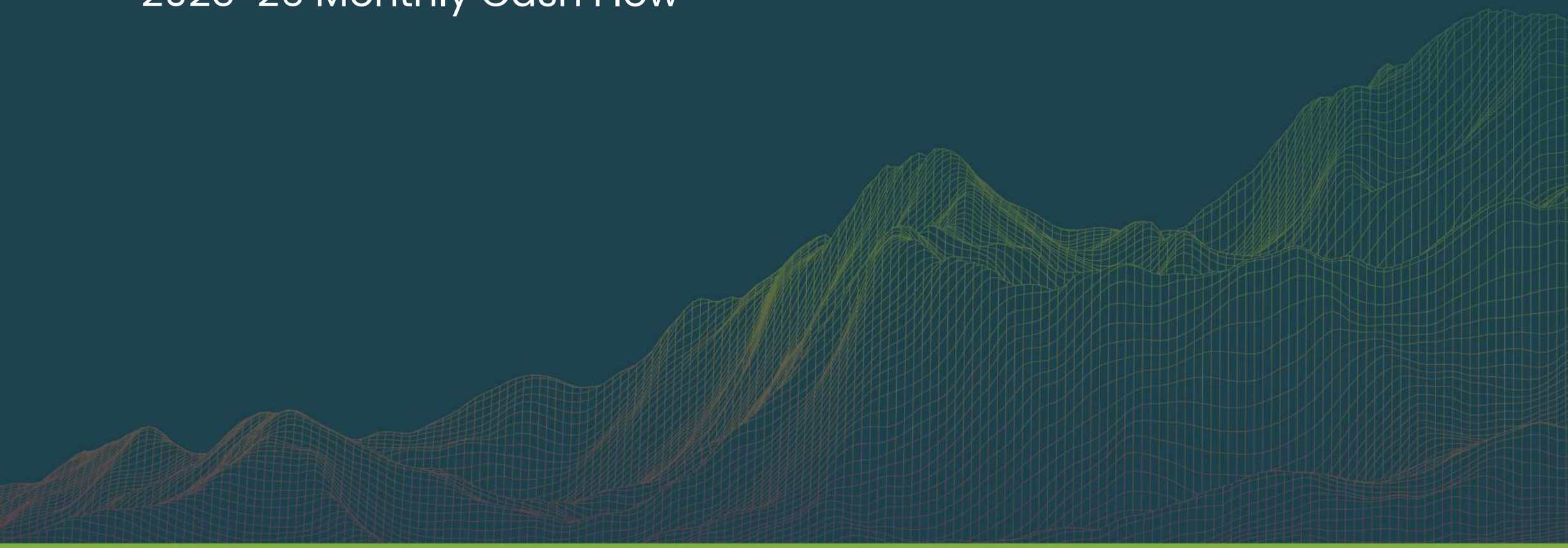
Cash Balance

- Year-end cash balance totaled **$10.2M**
- June cash below budget due to timing—June apportionment deferred to July
- No borrowing or factoring anticipated



Appendix

- 2025-26 Unaudited Alternative Form
- 2025-26 Monthly Cash Flow



ALT - Charter School Unaudited Actuals Financial Report — Alternative Form

July 1, 2025 to June 30, 2026

Local Educational Agency (LEA): Pacific Coast Academy

Charter Number: 1892

County: San Diego

Oversight Entity: Dehesa Elementary

Fiscal Year and Reporting Period: 2025–26 Unaudited Actuals

County District School (CDS) Number: 37 68049 0136416

Dataset Submission Number: G8ATHND4JG (2025–26)

California Department of Education (CDE)

Standardized Account Code Structure (SACS) Web Financial Reporting System, System Version SACS V16

Form ALT, Form Version 11 (FV11)

Printed: 09/04/2026 02:37 PM

Note: In this document, non-shaded cells within tables that contain a dash ('-') represent instances where no data is displayed. Cells within tables that contain a dash ('-') and are shaded gray represent instances where the system does not allow data entry. Individuals experiencing difficulties with this document can contact the Financial Accountability & Information Services Office of the School Fiscal Services Division at sacsweb@cde.ca.gov .

Charter School Certification - July 1, 2025 to June 30, 2026

County: San Diego

Charter Number: 1892

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Roxana Travers	**Name:** Bradley Johnson	**Name:** Kate Eng
Title: Financial Accounting & Data Support Mgr	**Title:** Chief Business Officer	**Title:** Charter Impact
Telephone: 858-295-6700	**Telephone:** 619-444-2161	**Telephone:** 888-474-0322
Email address: roxanna.travers@sdcoe.net	**Email address:** bradley.johnson@dehesasd.net	**Email address:** keng@charterimpact.com

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☒ ***(Selected)*** *This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).*

Charter School Official:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name: Krystin Demofonte

Title: Executive Director

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name:

Title:

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Alternative Form - July 1, 2025 to June 30, 2026

County: San Diego

Charter Number: 1892

This charter school uses the following basis of accounting: (Select one)

(X) ***(Selected)*** *Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)*

( ) (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	98,221,954.00	-	**98,221,954.00**
Education Protection Account State Aid - Current Year	8012	1,611,800.00	-	**1,611,800.00**
State Aid - Prior Years	8019	(4,916.24)	-	**(4,916.24)**
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,443,770.00	-	**1,443,770.00**
Other LCFF Transfers	8091, 8097			**0.00**
Total, LCFF Sources		**101,272,607.76**	**0.00**	**101,272,607.76**
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	1,071,781.09	**1,071,781.09**
Special Education - Federal	8181, 8182	-	1,088,296.00	**1,088,296.00**
Child Nutrition - Federal	8220	-		**0.00**
Donated Food Commodities	8221	-		**0.00**
Other Federal Revenues	8110, 8260–8299	47,697.49		**47,697.49**
Total, Federal Revenues		**47,697.49**	**2,160,077.09**	**2,207,774.58**
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	7,394,357.00	**7,394,357.00**
All Other (AO) State Revenues	StateRevAO	1,979,366.84	5,604,356.94	**7,583,723.78**
Total, Other State Revenues		**1,979,366.84**	**12,998,713.94**	**14,978,080.78**
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	407,893.85		**407,893.85**
Total, Local Revenues		**407,893.85**	**0.00**	**407,893.85**
5. Total Revenues		**103,707,565.94**	**15,158,791.03**	**118,866,356.97**
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	29,937,520.45	7,346,003.59	**37,283,524.04**
Certificated Pupil Support Salaries	1200	1,495,879.98	3,652,351.54	**5,148,231.52**

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	2,693,993.77	707,960.54	**3,401,954.31**
Other Certificated Salaries	1900	1,420,837.47	841,024.65	**2,261,862.12**
Total, Certificated Salaries		**35,548,231.67**	**12,547,340.32**	**48,095,571.99**
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	46,638.77	388,262.13	**434,900.90**
Noncertificated Support Salaries	2200	2,088,325.04	360,074.99	**2,448,400.03**
Noncertificated Supervisors' and Administrators' Salaries	2300	904,248.72		**904,248.72**
Clerical, Technical and Office Salaries	2400	2,681,756.75	130,883.54	**2,812,640.29**
Other Noncertificated Salaries	2900	253,097.43	61,407.92	**314,505.35**
Total, Noncertificated Salaries		**5,974,066.71**	**940,628.58**	**6,914,695.29**
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	5,963,797.00	2,266,659.75	**8,230,456.75**
Public Employees' Retirement System (PERS)	3201–3202			**0.00**
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	966,875.15	248,951.21	**1,215,826.36**
Health and Welfare Benefits	3401–3402	5,257,486.83	900,808.81	**6,158,295.64**
Unemployment Insurance	3501–3502	76,038.76	28,187.02	**104,225.78**
Workers' Compensation Insurance	3601–3602	381,823.00		**381,823.00**
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			**0.00**
OPEB, Active Employees	3751–3752			**0.00**
Other Employee Benefits	3901–3902	1,048,310.32		**1,048,310.32**
Total, Employee Benefits		**13,694,331.06**	**3,444,606.79**	**17,138,937.85**
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	7,654.51	29,334.16	**36,988.67**
Books and Other Reference Materials	4200	287,308.22	465.43	**287,773.65**
Materials and Supplies	4300	9,883,502.65	1,776,564.37	**11,660,067.02**
Noncapitalized Equipment	4400	1,580,870.18	1,157,743.92	**2,738,614.10**
Food	4700		2,583.69	**2,583.69**
Total, Books and Supplies		**11,759,335.56**	**2,966,691.57**	**14,726,027.13**
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100	16,529,330.83	4,927,335.04	**21,456,665.87**
Travel and Conferences	5200	77,573.64	538,878.27	**616,451.91**
Dues and Memberships	5300	44,766.17	218.99	**44,985.16**
Insurance	5400	891,325.41		**891,325.41**
Operations and Housekeeping Services	5500	31,582.62		**31,582.62**
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	492,449.95	20,614.48	**513,064.43**
Transfers of Direct Costs	5700–5799	10,895,306.49	(10,895,306.49)	**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	5,272,157.74	662,687.52	**5,934,845.26**
Communications	5900	230,011.80	5,095.96	**235,107.76**
Total, Services and Other Operating Expenditures		**34,464,504.65**	**(4,740,476.23)**	**29,724,028.42**
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	**0.00**
Buildings and Improvements of Buildings	6200	-	-	**0.00**
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	**0.00**
Equipment	6400	-	-	**0.00**
Equipment Replacement	6500	-	-	**0.00**
Lease Assets	6600	-	-	**0.00**
Subscription Assets	6700	-	-	**0.00**
Depreciation Expense (Accrual basis only)	6900	49,943.87		**49,943.87**
Amortization Expense - Lease Assets (Accrual basis only)	6910			**0.00**
Amortization Expense - Subscription Assets (Accrual basis only)	6920			**0.00**
Total, Capital Outlay		**49,943.87**	**0.00**	**49,943.87**
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143			**0.00**
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213			**0.00**
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-		**0.00**
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO			**0.00**
All Other Transfers	7281–7299	17,733.00		**17,733.00**
Transfers of Indirect Costs	7300–7399			**0.00**
Debt Service:	-	-	-	-
Interest	7438	4,861.00		**4,861.00**
Principal (For modified accrual basis only)	7439	-	-	**0.00**
Total Debt Service		**4,861.00**	**0.00**	**4,861.00**
Total, Other Outgo		**22,594.00**	**0.00**	**22,594.00**
8. Total Expenditures		**101,513,007.52**	**15,158,791.03**	**116,671,798.55**
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		**2,194,558.42**	**0.00**	**2,194,558.42**
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			**0.00**
2. Less: Other Uses	7630–7699			**0.00**
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999			**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		**0.00**	**0.00**	**0.00**
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		**2,194,558.42**	**0.00**	**2,194,558.42**
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	20,796,771.40		**20,796,771.40**
b. Adjustments/Restatements	9793, 9795	(293,894.40)		**(293,894.40)**
c. Adjusted Beginning Fund Balance/Net Position		**20,502,877.00**	**0.00**	**20,502,877.00**
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		**22,697,435.42**	**0.00**	**22,697,435.42**
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	**0.00**
2. Stores (equals Object 9320)	9712	-	-	**0.00**
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	**0.00**
4. All Others	9719	-	-	**0.00**
b. Restricted	9740	-	-	**0.00**
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	**0.00**
2. Other Commitments	9760	-	-	**0.00**
d. Assigned	9780	-	-	**0.00**
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	**0.00**
2. Unassigned/Unappropriated Amount	9790M	-	-	**0.00**
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	558,409.40		**558,409.40**
b. Restricted Net Position	9797	-		**0.00**
c. Unrestricted Net Position	**9790A**	**22,139,026.02**	**0.00**	**22,139,026.02**
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110	1,806,847.28		**1,806,847.28**
b. Fair Value Adjustment to Cash in County Treasury	9111	1,274.90		**1,274.90**
c. In Banks	9120	8,434,318.02		**8,434,318.02**
d. In Revolving Fund	9130			**0.00**
e. With Fiscal Agent/Trustee	9135			**0.00**
f. Collections Awaiting Deposit	9140			**0.00**
2. Investments	9150			**0.00**
3. Accounts Receivable	9200	4,769,391.58		**4,769,391.58**

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290	17,206,391.10		**17,206,391.10**
5. Stores	9320			**0.00**
6. Prepaid Expenditures (Expenses)	9330	889,692.48		**889,692.48**
7. Other Current Assets	9340	5,817,690.89		**5,817,690.89**
8. Lease Receivable	9380	1,085,541.56		**1,085,541.56**
9. Capital Assets (accrual basis only)	9400–9489	558,409.40		**558,409.40**
10. Total, Assets		**40,569,557.21**	**0.00**	**40,569,557.21**
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			**0.00**
2. Total, Deferred Outflows		**0.00**	**0.00**	**0.00**
I. Liabilities				
1. Accounts Payable	9500	12,816,452.31		**12,816,452.31**
2. Due to Grantor Governments	9590			**0.00**
3. Current Loans	9640			**0.00**
4. Unearned Revenue	9650	3,970,127.86		**3,970,127.86**
5. Long-Term Liabilities (accrual basis only)	9660–9669	1,085,541.56		**1,085,541.56**
6. Total, Liabilities		**17,872,121.73**	**0.00**	**17,872,121.73**
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			**0.00**
2. Total, Deferred Inflows		**0.00**	**0.00**	**0.00**
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		**22,697,435.48**	**0.00**	**22,697,435.48**

L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County: San Diego

Charter Number: 1892

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay ($)	Debt Service ($)	Total
a.			**0.00**
b.			**0.00**
c.			**0.00**
d.			**0.00**
e.			**0.00**
f.			**0.00**
g.			**0.00**
h.			**0.00**
i.			**0.00**
j.			**0.00**
Total Federal Revenues Used for Capital Outlay and Debt Service	**0.00**	**0.00**	**0.00**

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount ($) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		**0.00**

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount ($)
a.		
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		**0.00**

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount ($)
a. Total Expenditures (B8)	116,671,798.55
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	2,207,774.58
c. Subtotal of State & Local Expenditures [a minus b]	114,464,023.97
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	54,804.87
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	**114,409,219.10**

FY25-26 Pacific Coast Academy

Monthly Cash Flow/Forecast FY25-26

Revised 8/20/2026

ADA = 8059.00

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Revenues																**ADA = 7647.87**	
State Aid - Revenue Limit																	
8011	LCFF State Aid	3,940,366	3,940,366	7,092,659	7,092,659	7,092,659	7,092,659	7,092,659	10,701,039	10,701,039	10,701,039	10,701,039	12,073,771	-	**98,221,954**	90,346,624	7,875,330
8012	Education Protection Account	-	-	326,870	-	-	326,870	-	-	527,836	-	-	430,224	-	**1,611,800**	1,529,573	82,227
8019	State Aid - Prior Year	-	-	-	-	-	-	66	(3,974)	-	-	-	(1,008)	-	**(4,916)**	-	(4,916)
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	1,443,770	-	**1,443,770**	1,917,855	(474,085)
		3,940,366	3,940,366	7,419,529	7,092,659	7,092,659	7,419,529	7,092,725	10,697,065	11,228,875	10,701,039	10,701,039	13,946,757	-	**101,272,608**	**93,794,052**	**7,478,556**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	1,088,296	-	**1,088,296**	915,253	173,043
8290	Title I, Part A - Basic Low Income	-	-	217,684	-	-	337,985	-	-	-	336,519	-	14,991	-	**907,179**	686,119	221,060
8291	Title II, Part A - Teacher Quality	-	-	-	-	4,424	7,525	3	18,042	7,263	14,527	-	103,172	(8,819)	**146,136**	119,280	26,856
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	5,487	-	-	12,979	**18,466**	13,155	5,311
8299	Prior Year Federal Revenue	-	-	30,706	7,483	3,452	-	-	-	-	6,057	-	-	-	**47,697**	-	47,697
		-	-	248,390	7,483	8,825	345,510	3	18,042	7,263	362,589	-	1,291,116	(81,445)	**2,207,775**	**1,733,807**	**473,968**
Other State Revenue																	
8311	State Special Education	297,065	307,769	553,984	553,984	553,984	553,984	553,984	781,196	781,196	781,196	781,196	894,819	-	**7,394,357**	6,806,524	587,833
8319	State - Other State Apportionment	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8550	Mandated Cost	-	-	-	-	159,574	-	-	-	-	-	-	-	-	**159,574**	160,765	(1,191)
8560	State Lottery	-	-	-	-	-	-	558,305	-	581,141	-	-	1,243,439	-	**2,382,885**	2,087,867	295,018
8598	Prior Year Revenue	-	-	-	(294,134)	16,718	-	302,919	160,322	-	-	-	-	-	**185,824**	-	185,824
8599	Other State Revenue	27,741	106,293	618,251	212,051	177,653	172,136	433,305	376,781	525,140	1,394,002	455,795	3,274,095	(2,917,802)	**4,855,441**	7,227,906	(2,372,465)
		324,806	414,062	1,172,235	471,901	907,929	726,120	1,848,512	1,318,299	1,887,477	2,175,198	1,236,991	5,412,354	(2,917,802)	**14,978,081**	**16,283,062**	**(1,304,981)**
Other Local Revenue																	
8660	Interest Revenue	25,776	39,176	36,891	47,775	(5,292)	30,861	23	30,329	20	17,146	11,333	20	-	**234,057**	-	234,057
8690	Other Local Revenue	-	1,812	9,754	7,259	7,123	2,925	3,217	3,121	3,807	4,702	4,191	2,113	-	**50,023**	-	50,023
8698	ASB Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	-	-
8699	School Fundraising	-	7,745	19,984	19,974	5,007	10,692	9,690	15,659	13,311	4,238	17,515	-	-	**123,814**	-	123,814
		25,776	48,734	66,629	75,008	6,837	44,477	12,929	49,109	17,138	26,085	33,039	2,132	-	**407,894**	**-**	**407,894**
Total Revenue		**4,290,948**	**4,403,161**	**8,906,783**	**7,647,051**	**8,016,249**	**8,535,636**	**8,954,169**	**12,082,514**	**13,140,753**	**13,264,911**	**11,971,069**	**20,652,359**	**(2,999,247)**	**118,866,357**	**111,810,920**	**7,055,437**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	640,244	2,812,345	2,806,508	2,807,957	2,854,352	2,803,525	2,818,701	2,828,055	2,861,977	2,752,008	2,765,339	836,926	-	**29,587,939**	30,197,412	609,474
1175	Teachers' Extra Duty/Stipends	143,137	343,095	342,640	359,111	353,357	521,021	370,437	369,175	390,623	384,215	519,887	135,238	3,463,649	**7,695,585**	3,508,640	(4,186,945)
1200	Pupil Support Salaries	133,718	495,340	495,252	504,107	471,957	473,778	471,483	470,167	466,099	451,827	462,304	252,198	-	**5,148,232**	4,075,756	(1,072,476)
1300	Administrators' Salaries	271,841	281,356	281,356	282,356	282,019	280,692	281,772	281,772	281,772	356,372	367,627	153,018	-	**3,401,954**	2,866,514	(535,440)
1900	Other Certificated Salaries	78,240	201,230	204,961	203,914	204,613	203,813	214,504	215,739	214,778	202,266	202,208	115,597	-	**2,261,862**	1,048,810	(1,213,052)
		1,267,181	4,133,365	4,130,717	4,157,446	4,166,298	4,282,829	4,156,897	4,164,909	4,215,250	4,146,689	4,317,365	1,492,977	3,463,649	**48,095,572**	**41,697,133**	**(6,398,439)**
Classified Salaries																	
2100	Instructional Salaries	14,188	36,435	39,667	41,652	35,976	40,505	40,514	39,608	43,688	43,531	41,693	17,444	-	**434,901**	300,710	(134,191)
2200	Support Salaries	186,429	209,081	200,556	220,017	202,965	221,855	215,046	195,877	221,715	222,182	203,895	148,782	-	**2,448,400**	1,751,355	(697,045)
2300	Classified Administrators' Salaries	70,699	74,600	74,847	73,963	77,726	75,364	75,134	74,643	75,134	81,534	83,799	66,806	-	**904,249**	615,200	(289,049)
2400	Clerical and Office Staff Salaries	234,689	240,009	251,454	257,097	232,203	256,263	247,946	228,574	236,486	240,607	228,759	158,553	-	**2,812,640**	2,182,545	(630,096)
2900	Other Classified Salaries	27,678	26,460	26,853	28,097	25,644	28,095	27,279	25,644	27,280	27,276	26,469	17,730	-	**314,505**	309,043	(5,462)
		533,685	586,585	593,376	620,826	574,514	622,083	605,920	564,345	604,303	615,129	584,614	409,315	-	**6,914,695**	**5,158,853**	**(1,755,842)**
Benefits																	
3101	STRS	230,301	751,668	756,730	756,229	753,582	785,221	588,535	757,763	765,846	754,387	771,943	301,074	257,176	**8,230,457**	12,066,452	3,835,995
3301	OASDI	32,258	36,132	35,817	37,933	35,120	38,014	36,978	34,444	37,940	37,596	35,708	34,368	-	**432,309**	319,849	(112,460)
3311	Medicare	25,238	66,768	66,503	67,274	66,408	69,486	67,128	66,624	67,954	67,100	71,730	31,080	50,223	**783,517**	679,412	(104,105)
3401	Health and Welfare	799,177	399,329	423,892	562,047	487,997	488,717	497,116	485,018	483,852	477,146	487,100	136,145	430,761	**6,158,296**	5,590,200	(568,096)
3501	State Unemployment	6,788	9,134	217	319	678	56,060	28,866	1,798	(570)	46	465	424	(0)	**104,226**	201,390	97,164
3601	Workers' Compensation	98,308	30,402	30,151	40,671	30,174	30,402	31,342	30,402	30,402	29,569	-	-	-	**381,823**	468,560	86,737
3901	Other Benefits	-	-	(479)	-	-	-	-	-	-	-	-	-	1,048,790	**1,048,310**	773,828	(274,482)
		1,192,071	1,293,433	1,312,830	1,464,474	1,373,961	1,467,900	1,249,965	1,376,050	1,385,424	1,365,845	1,366,946	503,091	1,786,949	**17,138,938**	**20,099,691**	**2,960,753**
Books and Supplies																	
4100	Textbooks and Core Curricula	17,189	1,378	2,685	(2,518)	-	(30,552)	142	96	10,930	29,477	528	7,635	-	**36,989**	236,000	199,011
4200	Books and Other Materials	-	23,497	79,802	18,616	32,145	61,742	-	(12,344)	82,522	1,480	-	314	-	**287,774**	114,000	(173,774)
4302	School Supplies	55,423	1,327,059	930,125	1,020,159	454,597	565,418	467,711	417,193	1,652,422	1,153,906	802,594	138,514	9	**8,985,130**	10,184,287	1,199,157
4305	Software	1,111,687	200,920	129,408	217,312	71,064	(55,742)	245,250	(41,733)	96,565	185,678	17,087	54,975	84,259	**2,316,730**	3,883,000	1,566,270
4310	Office Expense	5,551	17,587	66,155	33,677	31,395	39,731	4,525	19,692	(1,221)	7,540	16,401	78,928	-	**319,960**	218,000	(101,960)
4311	Business Meals	6,814	5,177	2,951	6,453	2,623	1,950	9,367	6,489	2,044	1,456	4,237	(11,314)	-	**38,247**	41,000	2,753
4400	Noncapitalized Equipment	131,538	26,167	272,000	318,460	69,174	22,099	91,417	6,092	303,515	330,586	1,069,940	97,628	-	**2,738,614**	1,876,053	(862,561)
4700	Food Services	-	953	-	-	-	-	-	511	(4)	-	-	1,123	-	**2,584**	-	(2,584)
		1,328,200	1,602,738	1,483,126	1,612,158	660,997	604,646	818,412	395,996	2,146,772	1,710,123	1,910,787	367,805	84,268	**14,726,027**	**16,552,340**	**1,826,313**

FY25-26 Pacific Coast Academy

CHARTER IMPACT

Monthly Cash Flow/Forecast FY25-26

Revised 8/20/2026

ADA = 8059.00

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	-	-	-	-	-	-	1,365	1,040	2,633	975	-	-	**6,013**	1,000	(5,013)
5102	Special Education	-	39,363	65,704	260,136	297,285	411,625	176,899	297,109	425,985	362,363	525,095	767,429	-	**3,628,993**	2,834,000	(794,993)
5105	Security	596	-	298	298	325	325	474	325	649	560	325	393	-	**4,569**	5,000	431
5106	Other Educational Consultants	-	308,321	2,913,671	1,751,354	1,155,977	1,043,831	2,224,422	2,049,024	1,744,840	1,430,356	1,828,210	1,367,084	-	**17,817,092**	12,596,355	(5,220,737)
		596	347,684	2,979,673	2,011,788	1,453,587	1,455,782	2,401,796	2,347,822	2,172,514	1,795,912	2,354,605	2,134,906	-	**21,456,666**	**15,436,355**	**(6,020,311)**
Operations and Housekeeping																	
5201	Auto and Travel	10,759	22,446	33,621	68,393	63,692	36,741	47,436	61,370	58,541	67,009	62,675	83,768	-	**616,452**	243,000	(373,452)
5300	Dues & Memberships	219	40,226	-	-	3,770	-	-	-	-	770	-	-	-	**44,985**	39,000	(5,985)
5400	Insurance	216,121	72,040	75,261	75,261	75,575	75,340	75,340	75,340	75,340	75,342	365	-	-	**891,325**	1,000,000	108,675
5501	Utilities	-	3,142	3,294	3,592	2,740	1,621	1,886	1,430	2,900	2,305	2,043	6,630	-	**31,583**	42,000	10,417
5502	Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	5,000	5,000
5900	Communications	25	11,370	11,393	11,683	10,802	116,383	5,501	5,727	6,891	8,413	7,443	11,219	-	**206,850**	203,000	(3,850)
5901	Postage and Shipping	4,227	3,308	3,600	794	1,219	1,607	2,415	1,663	2,334	656	3,734	2,700	-	**28,258**	33,000	4,742
		231,351	152,532	127,169	159,724	157,799	231,692	132,578	145,529	146,007	154,496	76,261	104,316	-	**1,819,453**	**1,565,000**	**(254,453)**
Facilities, Repairs and Other Leases																	
5601	Rent	37,104	38,254	37,754	40,226	36,518	36,518	37,754	37,754	1,886	14,689	5,499	18,317	112,387	**454,659**	225,248	(229,411)
5602	Additional Rent	2,069	2,069	2,069	(9,710)	2,069	2,069	2,069	2,069	-	5,615	2,689	(224)	-	**12,855**	43,000	30,145
5604	Other Leases	-	8,648	3,480	9,365	3,176	1,970	11,522	956	6,157	2,717	11,348	(7,460)	-	**51,879**	24,000	(27,879)
5610	Repairs and Maintenance	-	974	6,294	-	(15,590)	1,994	-	-	-	-	-	-	-	**(6,328)**	6,000	12,328
		39,173	49,945	49,597	39,882	26,173	42,551	51,345	40,779	8,043	23,021	19,536	10,633	112,387	**513,064**	**298,248**	**(214,816)**
Professional/Consulting Services																	
5801	IT	38	38	38	20,994	38	38	17,649	38	15,368	339	38	38	-	**54,654**	44,000	(10,654)
5802	Audit & Taxes	-	-	-	-	4,550	-	-	2,600	-	1,300	1,200	14,385	-	**24,035**	14,000	(10,035)
5803	Legal	-	15,902	24,443	40,744	22,293	1,249	7,000	7,510	37,850	27,673	20,089	37,601	-	**242,352**	114,000	(128,352)
5804	Professional Development	43,067	10,672	(6,449)	223,123	350	12,460	24,698	52,864	12,607	64,432	8,610	13,832	-	**460,266**	346,000	(114,266)
5805	General Consulting	-	15,356	2,970	14,738	10,927	4,493	6,136	5,483	1,923	4,602	4,658	9,416	-	**80,702**	(143,000)	(223,702)
5806	Special Activities/Field Trips	31,165	261,776	265,145	285,483	45,192	48,424	41,309	49,359	102,394	108,195	105,555	21,789	-	**1,365,787**	2,144,060	778,273
5807	Bank Charges	94	67	152	263	-	-	25	-	-	-	-	-	-	**601**	3,000	2,399
5808	Printing	54	271	1,859	25	261	1,568	754	355	163	1,597	1,563	150	-	**8,619**	6,000	(2,619)
5809	Other taxes and fees	4,738	115	395	17,092	25	-	10,167	-	217	2,895	338	4,919	(3,939)	**36,962**	29,000	(7,962)
5810	Payroll Service Fee	13,448	20,837	20,849	20,858	19,801	19,464	22,587	22,532	26,668	19,158	19,192	13,503	-	**238,897**	187,000	(51,897)
5811	Management Fee	163,058	163,058	163,283	163,133	199,360	173,943	214,941	173,943	173,943	176,873	176,873	239,799	(61,048)	**2,121,159**	1,956,691	(164,468)
5812	District Oversight Fee	-	-	-	-	-	-	-	-	-	-	-	1,012,775	(49)	**1,012,726**	937,941	(74,786)
5813	County Fees	-	2,288	-	-	-	-	-	2,344	-	-	-	-	-	**4,632**	3,500	(1,132)
5814	SPED Encroachment	2,615	13,318	22,208	22,208	22,208	22,208	22,208	30,042	30,690	26,731	26,731	41,172	-	**282,339**	231,653	(50,686)
5815	Public Relations/Recruitment	-	-	-	-	-	-	480	-	-	-	-	634	-	**1,114**	6,000	4,886
		258,278	503,698	494,892	808,660	325,005	284,327	367,474	347,070	401,823	433,794	364,846	1,410,013	(65,036)	**5,934,845**	**5,879,845**	**(55,000)**
Depreciation																	
6900	Depreciation Expense	3,448	3,448	3,448	3,448	3,448	3,448	3,448	5,161	5,161	5,161	5,161	5,161	-	**49,944**	244,875	194,931
		3,448	3,448	3,448	3,448	3,448	3,448	3,448	5,161	5,161	5,161	5,161	5,161	-	**49,944**	**244,875**	**194,931**
Interest																	
7438	Interest Expense	-	-	-	-	-	-	-	-	-	4,861	-	-	-	**4,861**	-	(4,861)
7920	Loss on Disposal of Capital Assets								17,733	-		-	-		**17,733**	-	(17,733)
		-	-	-	-	-	-	-	17,733	-	4,861	-	-	-	**22,594**	-	**(22,594)**
Total Expenses		**4,853,983**	**8,673,428**	**11,174,829**	**10,878,408**	**8,741,781**	**8,995,256**	**9,787,834**	**9,405,395**	**11,085,297**	**10,255,032**	**11,000,120**	**6,438,218**	**5,382,217**	**116,671,798**	**106,932,340**	**(9,739,459)**
Monthly Surplus (Deficit)		**(563,035)**	**(4,270,266)**	**(2,268,046)**	**(3,231,357)**	**(725,532)**	**(459,621)**	**(833,665)**	**2,677,119**	**2,055,456**	**3,009,880**	**970,949**	**14,214,141**	**(8,381,464)**	**2,194,558**	**4,878,581**	**(2,684,022)**
															1.9%	4.6%	

FY25-26 Pacific Coast Academy

Monthly Cash Flow/Forecast FY25-26

Revised 8/20/2026

ADA = 8059.00

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast
Cash Flow Adjustments														
Monthly Surplus (Deficit)	(563,035)	(4,270,266)	(2,268,046)	(3,231,357)	(725,532)	(459,621)	(833,664)	2,677,119	2,055,456	3,009,880	970,949	14,214,141	(8,381,464)	**2,194,559**
Cash flows from operating activities														
Depreciation/Amortization	3,448	3,448	3,448	3,449	3,449	3,449	3,448	(27,964)	5,161	5,161	5,161	391,559	-	**403,218**
Public Funding Receivables	7,272,891	1,066,923	-	699,648	(531,776)	61,901	531,776	(468,850)	1,386,984	(315,813)	1,193,117	(16,756,942)	3,450,680	**(2,409,461)**
Grants and Contributions Rec.	438,051	-	-	314,298	22,056	(2,712)	25,763	207	45	-	653	(516,823)	-	**281,538**
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Prepaid Expenses	(27,356)	963,422	(517,720)	557,302	(123,096)	(13,113)	(14,422)	17,807	23,594	(1,165,561)	968,332	(494,543)	-	**174,646**
Other Assets	-	(100,000)	-	-	-	-	(10,000,000)	150,000	999	-	(70,260)	-	-	**(10,019,261)**
Accounts Payable	(622,129)	213,956	(127,524)	45,652	225,345	65,409	1,958,081	(2,310,067)	419,488	(207,562)	48,351	579,242	5,382,217	**5,670,459**
Accrued Expenses	290,123	1,928,539	(808,643)	208,290	(65,732)	159,635	(308,237)	1,984,298	(1,878,734)	(13,112)	39,137	(1,663,354)	-	**(127,790)**
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Deferred Revenue	121,467	(25,701)	(441,786)	1,463,421	155,521	(3,443)	(288,241)	359,903	(340,566)	(1,251,051)	(274,326)	(2,918,799)	(3,510,386)	**(6,953,987)**
Cash flows from investing activities														
Purchases of Prop. And Equip.	-	-	-	-	-	-		(122,475)	-	-	-	(77,031)	-	**(199,506)**
Notes Receivable	-	-	-	-	-	-		-	-	-	-	-	-	**-**
Cash flows from financing activities														
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Payments on Factoring	-	-	-	-	-	-	-	-		-	-	-	-	**-**
Proceeds(Payments) on Debt	-	-	-	-	-	-	-				-	(376,491)	-	**(376,491)**
Total Change in Cash	6,913,461	(219,679)	(4,160,271)	60,703	(1,039,765)	(188,495)	(8,925,496)	2,259,978	1,672,427	61,941	2,881,114	(7,619,041)		
Cash, Beginning of Month	18,545,563	25,459,024	25,239,345	21,079,074	21,139,777	20,100,012	19,911,517	10,986,021	13,245,999	14,918,426	14,980,367	17,861,481		
Cash, End of Month	**25,459,024**	**25,239,345**	**21,079,074**	**21,139,777**	**20,100,012**	**19,911,517**	**10,986,021**	**13,245,999**	**14,918,426**	**14,980,367**	**17,861,481**	**10,242,440**		

Original Budget Total	Favorable / (Unfav.)

Cert.	Instr.
56.1%	87.4%
17,975,123	8,776,012

Pupil:Teacher Ratio
21.24

Coversheet

2025-2026 Education Protection Account (EPA) Actuals

Section: II. Finance
Item: B. 2025-2026 Education Protection Account (EPA) Actuals
Purpose: Vote
Submitted by:
Related Material: PCA - FY26 EPA Actuals.pdf

Pacific Coast Academy
Expenditures through: June 30, 2026
Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Local Control Funding Formula Sources	8010-8099	1,611,800.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		1,611,800.00
EXPENDITURES AND OTHER FINANCING USES		
Certificated Salaries	1000-1999	1,046,190.89
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	565,609.11
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	0.00
Capital Outlay	6000-6599	0.00
Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299 7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		1,611,800.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Coversheet

Financial Report

Section: II. Finance
Item: C. Financial Report
Purpose: Vote
Submitted by:
Related Material: PCA_FY27_07_Financial Update.pdf

CHARTER IMPACT

Pacific Coast Academy

Monthly Finance Update with actuals through July 31, 2026

Highlights

- ADA projected at **8,452**, **flat** to original budget
- Revenue increased minimally by **$2K**
- Expenses decreased by **$120K**
- Projected surplus for year-end is currently **$8.8M**, **+$125K**

SB740 Compliance & Reporting

- PTR is within requirement
- 40/80 spending in compliance

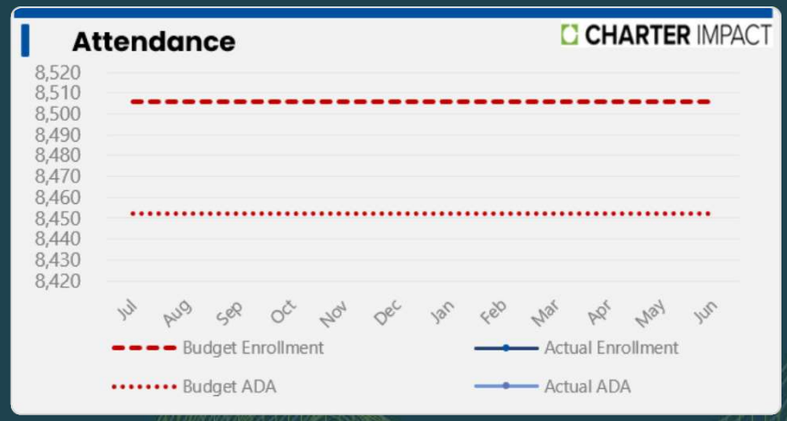
Pupil:Teacher Ratio
21.40 :1

Cert.	Instr.
51.5%	82.2%
15,067,090	2,846,974

CHARTER IMPACT

Attendance

Enrollment & Per Pupil Data	Forecast	Budget
Average Enrollment	8,506	8,506
ADA	8,452	8,452
Attendance Rate	99.4%	99.4%
Unduplicated %	35.3%	35.3%
Revenue per ADA	$15,525	$15,525
Expenses per ADA	$14,485	$14,499



- Enrollment and attendance data will be updated throughout the year

Revenue

Revenue increased minimally by **$2K** to original budget, driven by purchasing credits

CHARTER IMPACT

	Year-to-Date			Annual/Full Year		
	Actual	Forecast	Fav/(Unf)	Forecast	Forecast	Fav/(Unf)
Revenue						
State Aid-Rev Limit	$ 5,125,994	$ -	**$ 5,125,994**	$ 110,405,082	$ 110,405,082	**$ -**
Federal Revenue	-	-	**-**	2,226,855	2,226,855	**-**
Other State Revenue	584,706	-	**584,706**	18,434,222	18,434,222	**-**
Other Local Revenue	1,955	-	**1,955**	158,795	156,840	**1,955**
Total Revenue	**$ 5,712,655**	**$ -**	**$ 5,712,655**	**$ 131,224,953**	**$ 131,222,999**	**$ 1,955**

Expenses

Expense decreases were minimal within individual categories, but collectively totaled **$120K**. Largest variances were in:

- Professional Development: **-$27K**
- Communications: **-$20K**

CHARTER IMPACT

	Year-to-Date			Annual/Full Year		
	Actual	Forecast	Fav/(Unf)	Forecast	Forecast	Fav/(Unf)
Expenses						
Certificated Salaries	$ 1,319,311	$ 1,386,650	$ 67,339	$ 48,136,627	$ 48,203,966	$ 67,339
Classified Salaries	598,908	562,375	(36,533)	7,423,585	7,387,051	(36,533)
Benefits	986,461	972,402	(14,058)	19,269,669	19,243,862	(25,807)
Books and Supplies	1,002,984	458,342	(544,642)	17,280,359	17,293,953	13,594
Subagreement Services	9,234	376,520	367,287	20,482,356	20,482,506	151
Operations	125,612	168,308	42,696	1,977,004	2,019,700	42,696
Facilities	15,071	45,083	30,012	1,118,411	1,122,261	3,850
Professional Services	284,807	284,765	(41)	6,567,761	6,614,014	46,254
Depreciation	5,161	15,450	10,289	175,111	185,400	10,289
Interest	-	-	-	-	-	-
Total Expenses	**$ 4,347,549**	**$ 4,269,897**	**$ (77,652)**	**$ 122,430,882**	**$ 122,552,714**	**$ 121,832**

Fund Balance

- Projected year-end surplus increased by **$125K**
- End-of-year balance exceeds State recommendation of 5% of total expenses

CHARTER IMPACT

	Year-to-Date			Annual/Full Year		
	Actual	Forecast	Fav/(Unf)	Forecast	Forecast	Fav/(Unf)
Total Surplus(Deficit)	**$ 1,365,106**	**$ (4,269,897)**	**$ 5,635,003**	**$ 8,794,071**	**$ 8,670,285**	**$ 123,787**
Beginning Fund Balance	31,078,897	31,078,897		31,078,897	31,078,897	
Ending Fund Balance	**$ 32,444,003**	**$ 26,809,000**		**$ 39,872,968**	**$ 39,749,182**	
As a % of Annual Expenses	*26.5%*	*21.9%*		*32.6%*	*32.4%*	

Cash Balance

- July ending cash balance totaled **$24.5M**
- Low point in September, due to FY26 retention stipends payouts and 5-5-9 funding schedule
- End of year cash balance positive, projected at **$22.9M**
- No RLOC draws or factoring projected



Appendix

- Monthly Cash Flow / Forecast
- Budget vs. Actuals
- Statement of Financial Position
- Statement of Cash Flows



FY26-27 Pacific Coast Academy

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 8452.45

CHARTER IMPACT

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Revenues																ADA =	8452.45
State Aid - Revenue Limit																	
8011	LCFF State Aid	5,125,994	5,125,994	5,125,994	9,226,789	9,226,789	9,226,789	9,226,789	9,226,789	9,177,059	9,177,059	9,177,059	9,177,059	9,144,574	**107,364,736**	107,364,736	-
8012	Education Protection Account	-	-	402,950	-	-	402,950	-	-	402,950	-	-	-	481,640	**1,690,490**	1,690,490	-
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	102,846	415,804	207,902	207,902	207,902	207,499	**1,349,856**	1,349,856	-
		5,125,994	5,125,994	5,528,944	9,226,789	9,226,789	9,629,739	9,226,789	9,329,635	9,995,813	9,384,961	9,384,961	9,384,961	9,833,713	**110,405,082**	**110,405,082**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	1,101,202	**1,101,202**	1,101,202	-
8290	Title I, Part A - Basic Low Income	-	-	219,783	-	-	659,350	-	-	-	-	-	-	-	**879,133**	879,133	-
8291	Title II, Part A - Teacher Quality	-	-	38,889	-	-	116,666	-	-	-	-	-	-	-	**155,554**	155,554	-
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	23,242	-	**23,242**	23,242	-
8294	Title V, Part B - PCSG	-	-	-	-	67,724	-	-	-	-	-	-	-	-	**67,724**	67,724	-
		-	-	258,672	-	67,724	776,015	-	-	-	-	-	23,242	1,101,202	**2,226,855**	**2,226,855**	**-**
Other State Revenue																	
8311	State Special Education	539,953	539,347	539,347	970,825	970,825	970,825	970,825	970,825	971,378	971,378	971,378	971,378	968,006	**11,326,288**	11,326,288	-
8550	Mandated Cost	-	-	-	-	-	200,499	-	-	-	-	-	-	-	**200,499**	200,499	-
8560	State Lottery	-	-	-	-	-	-	547,397	-	-	547,397	-	-	1,204,273	**2,299,067**	2,299,067	-
8599	Other State Revenue	44,753	34,712	34,712	1,077,220	62,481	62,481	1,077,220	62,481	138,846	1,153,586	138,846	138,846	582,184	**4,608,367**	4,608,367	-
		584,706	574,059	574,059	2,048,045	1,033,305	1,233,805	2,595,442	1,033,305	1,110,224	2,672,361	1,110,224	1,110,224	2,754,463	**18,434,222**	**18,434,222**	**-**
Other Local Revenue																	
8650	Lease and Rental Income	-	-	17,427	-	17,427	17,427	17,427	17,427	17,427	17,427	17,427	17,427	-	**156,840**	156,840	-
8660	Interest Revenue	19	-	-	-	-	-	-	-	-	-	-	-	-	**19**	-	19
8690	Other Local Revenue	1,935	-	-	-	-	-	-	-	-	-	-	-	-	**1,935**	-	1,935
		1,955	-	17,427	-	17,427	17,427	17,427	17,427	17,427	17,427	17,427	17,427	-	**158,795**	**156,840**	**1,955**
Total Revenue		**5,712,655**	**5,700,053**	**6,379,101**	**11,274,834**	**10,345,245**	**11,656,986**	**11,839,658**	**10,380,367**	**11,123,464**	**12,074,748**	**10,512,612**	**10,535,854**	**13,689,378**	**131,224,953**	**131,222,999**	**1,955**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	627,539	3,048,306	3,048,306	3,048,306	3,048,306	3,048,306	3,048,306	3,048,306	3,048,306	3,048,306	3,048,306	794,072	-	**31,904,676**	32,030,014	125,338
1175	Teachers' Extra Duty/Stipends	91,531	407,265	407,265	407,265	407,265	407,265	407,265	407,265	407,265	407,265	407,265	197,758	-	**4,361,939**	4,373,147	11,208
1200	Pupil Support Salaries	150,776	513,274	513,274	513,274	513,274	513,274	513,274	513,274	513,274	513,274	513,274	251,533	-	**5,535,053**	5,517,887	(17,166)
1300	Administrators' Salaries	344,750	366,041	366,041	366,041	366,041	366,041	366,041	366,041	366,041	366,041	366,041	350,114	-	**4,355,278**	4,357,699	2,421
1900	Other Certificated Salaries	104,715	178,568	178,568	178,568	178,568	178,568	178,568	178,568	178,568	178,568	178,568	89,284	-	**1,979,681**	1,925,219	(54,462)
		1,319,311	4,513,455	4,513,455	4,513,455	4,513,455	4,513,455	4,513,455	4,513,455	4,513,455	4,513,455	4,513,455	1,682,761	-	**48,136,627**	**48,203,966**	**67,339**
Classified Salaries																	
2100	Instructional Salaries	15,338	50,242	50,242	50,242	50,242	50,242	50,242	50,242	50,242	50,242	50,242	23,816	-	**541,579**	541,248	(330)
2200	Support Salaries	215,209	211,972	211,972	211,972	211,972	211,972	211,972	211,972	211,972	211,972	211,972	196,769	-	**2,531,695**	2,508,187	(23,508)
2300	Classified Administrators' Salaries	92,126	74,135	74,135	74,135	74,135	74,135	74,135	74,135	74,135	74,135	74,135	74,135	-	**907,610**	889,620	(17,991)
2400	Clerical and Office Staff Salaries	247,409	250,181	250,181	250,181	250,181	250,181	250,181	250,181	250,181	250,181	250,181	245,087	-	**2,994,305**	2,990,286	(4,020)
2900	Other Classified Salaries	28,827	38,143	38,143	38,143	38,143	38,143	38,143	38,143	38,143	38,143	38,143	38,143	-	**448,396**	457,711	9,316
		598,908	624,673	624,673	624,673	624,673	624,673	624,673	624,673	624,673	624,673	624,673	577,950	-	**7,423,585**	**7,387,051**	**(36,533)**
Benefits																	
3101	STRS	238,274	863,276	863,276	863,276	863,276	863,276	863,276	863,276	863,276	863,276	863,276	321,857	-	**9,192,891**	9,206,957	14,067
3301	OASDI	35,887	38,539	38,539	38,539	38,539	38,539	38,539	38,539	38,539	38,539	38,539	35,657	-	**456,934**	457,997	1,063
3311	Medicare	26,659	74,544	74,544	74,544	74,544	74,544	74,544	74,544	74,544	74,544	74,544	32,798	-	**804,900**	806,070	1,170
3401	Health and Welfare	663,500	576,604	576,604	576,604	576,604	576,604	576,604	576,604	576,604	576,604	576,604	576,604	-	**7,006,145**	6,919,250	(86,895)
3501	State Unemployment	2,651	9,481	9,481	9,481	9,481	9,481	47,405	37,924	18,962	9,481	9,481	9,481	-	**182,790**	189,620	6,830
3601	Workers' Compensation	19,490	51,410	51,410	51,410	51,410	51,410	51,410	51,410	51,410	51,410	51,410	22,620	-	**556,207**	555,910	(297)
3901	Other Benefits	-	102,472	102,472	102,472	102,472	102,472	102,472	102,472	102,472	102,472	102,472	45,086	-	**1,069,802**	1,108,058	38,256
		986,461	1,716,326	1,716,326	1,716,326	1,716,326	1,716,326	1,754,250	1,744,769	1,725,807	1,716,326	1,716,326	1,044,103	-	**19,269,669**	**19,243,862**	**(25,807)**
Books and Supplies																	
4100	Textbooks and Core Curricula	96	8,325	8,325	8,325	8,325	8,325	8,325	8,325	8,325	8,325	8,325	8,325	-	**91,671**	99,900	8,229
4200	Books and Other Materials	-	26,327	26,327	26,327	26,327	26,327	26,327	26,327	26,327	26,327	26,327	26,327	-	**289,600**	289,600	-
4302	School Supplies	106,619	596,286	1,358,219	1,046,490	534,781	520,778	875,788	248,267	1,090,488	909,233	808,415	895,700	376,117	**9,367,182**	9,367,182	-
4305	Software	872,521	248,377	159,974	200,642	87,849	74,672	228,179	370,813	370,813	370,813	370,813	370,813	-	**3,726,280**	3,725,700	(580)
4310	Office Expense	15,453	25,508	25,508	25,508	25,508	25,508	25,508	25,508	25,508	25,508	25,508	25,508	-	**296,044**	306,100	10,056
4311	Business Meals	7,902	3,883	3,883	3,883	3,883	3,883	3,883	3,883	3,883	3,883	3,883	3,883	-	**50,619**	46,600	(4,019)
4400	Noncapitalized Equipment	301	160,821	366,318	282,243	144,233	140,456	236,204	66,959	294,110	245,224	218,033	241,574	1,062,396	**3,458,871**	3,458,871	-
4700	Food Services	92	-	-	-	-	-	-	-	-	-	-	-	-	**92**	-	(92)
		1,002,984	1,069,528	1,948,555	1,593,418	830,907	799,950	1,404,215	750,083	1,819,455	1,589,315	1,461,305	1,572,131	1,438,513	**17,280,359**	**17,293,953**	**13,594**

FY26-27 Pacific Coast Academy

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 8452.45

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Subagreement Services																	
5101	Nursing	-	42	42	42	42	42	42	42	42	42	42	42	-	**458**	500	42
5102	Special Education	1,833	249,283	249,283	249,283	249,283	249,283	249,283	249,283	249,283	249,283	249,283	496,734	-	**2,991,400**	2,991,400	-
5105	Security	324	433	433	433	433	433	433	433	433	433	433	433	-	**5,091**	5,200	109
5106	Other Educational Consultants	7,077	1,125,427	2,563,494	1,975,138	1,009,343	982,913	1,652,957	468,578	2,058,181	1,716,081	1,525,798	1,690,538	709,881	**17,485,406**	17,485,406	-
		9,234	1,375,185	2,813,252	2,224,896	1,259,101	1,232,672	1,902,716	718,337	2,307,939	1,965,840	1,775,556	2,187,748	709,881	**20,482,356**	**20,482,506**	**151**
Operations and Housekeeping																	
5201	Auto and Travel	21,950	35,350	35,350	35,350	35,350	35,350	35,350	35,350	35,350	35,350	35,350	35,350	-	**410,800**	424,200	13,400
5300	Dues & Memberships	-	5,567	5,567	5,567	5,567	5,567	5,567	5,567	5,567	5,567	5,567	5,567	-	**61,233**	66,800	5,567
5400	Insurance	100,167	100,167	100,167	100,167	100,167	100,167	100,167	100,167	100,167	100,167	100,167	100,167	-	**1,202,000**	1,202,000	(0)
5501	Utilities	-	3,183	3,183	3,183	3,183	3,183	3,183	3,183	3,183	3,183	3,183	3,183	-	**35,017**	38,200	3,183
5502	Janitorial Services	-	192	192	192	192	192	192	192	192	192	192	192	-	**2,108**	2,300	192
5900	Communications	1,307	20,967	20,967	20,967	20,967	20,967	20,967	20,967	20,967	20,967	20,967	20,967	-	**231,940**	251,600	19,660
5901	Postage and Shipping	2,189	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	-	**33,905**	34,600	695
		125,612	168,308	168,308	168,308	168,308	168,308	168,308	168,308	168,308	168,308	168,308	168,308	-	**1,977,004**	**2,019,700**	**42,696**
Facilities, Repairs and Other Leases																	
5601	Rent	11,729	37,892	96,018	96,018	96,018	96,018	96,018	96,018	96,018	96,018	96,018	96,018	26,162	**1,035,961**	1,035,961	-
5602	Additional Rent	-	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	-	**21,450**	23,400	1,950
5604	Other Leases	3,342	4,408	4,408	4,408	4,408	4,408	4,408	4,408	4,408	4,408	4,408	4,408	-	**51,834**	52,900	1,066
5610	Repairs and Maintenance	-	833	833	833	833	833	833	833	833	833	833	833	-	**9,167**	10,000	833
		15,071	45,083	103,209	103,209	103,209	103,209	103,209	103,209	103,209	103,209	103,209	103,209	26,162	**1,118,411**	**1,122,261**	**3,850**
Professional/Consulting Services																	
5801	IT	38	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	-	**58,338**	63,600	5,262
5802	Audit & Taxes	-	-	-	1,667	1,667	1,667	-	-	-	-	-	-	-	**5,000**	5,000	-
5803	Legal	-	14,675	14,675	14,675	14,675	14,675	14,675	14,675	14,675	14,675	14,675	14,675	-	**161,425**	176,100	14,675
5804	Professional Development	1,458	28,825	28,825	28,825	28,825	28,825	28,825	28,825	28,825	28,825	28,825	28,825	-	**318,533**	345,900	27,367
5805	General Consulting	10,000	5,825	5,825	5,825	5,825	5,825	5,825	5,825	5,825	5,825	5,825	5,825	-	**74,075**	69,900	(4,175)
5806	Special Activities/Field Trips	41,946	117,929	268,619	206,967	105,765	102,996	173,207	49,101	215,669	179,822	159,883	177,145	74,386	**1,873,436**	1,873,436	-
5807	Bank Charges	-	167	167	167	167	167	167	167	167	167	167	167	-	**1,833**	2,000	167
5808	Printing	2,441	658	658	658	658	658	658	658	658	658	658	658	-	**9,683**	7,900	(1,783)
5809	Other taxes and fees	2,751	4,092	4,092	4,092	4,092	4,092	4,092	4,092	4,092	4,092	4,092	4,092	-	**47,760**	49,100	1,340
5810	Payroll Service Fee	13,780	19,967	19,967	19,967	19,967	19,967	19,967	19,967	19,967	19,967	19,967	19,967	-	**233,413**	239,600	6,187
5811	Management Fee	191,367	191,370	191,370	191,370	191,370	191,370	191,370	191,370	191,370	191,370	191,370	191,370	-	**2,296,434**	2,296,402	(31)
5812	District Oversight Fee	-	-	-	-	-	-	92,268	93,296	99,958	93,850	93,850	93,850	536,980	**1,104,051**	1,104,051	-
5813	County Fees	-	-	-	1,125	-	-	1,125	-	-	1,125	-	-	1,125	**4,500**	4,500	-
5814	SELPA Fee	17,962	16,180	16,180	29,125	29,125	29,125	29,125	29,125	29,141	29,141	29,141	29,141	60,313	**372,825**	372,825	-
5815	Public Relations/Recruitment	3,063	308	308	308	308	308	308	308	308	308	308	308	-	**6,455**	3,700	(2,755)
		284,807	405,296	555,986	510,070	407,743	404,974	566,911	442,708	615,955	575,124	554,060	571,323	672,803	**6,567,761**	**6,614,014**	**46,254**
Depreciation																	
6900	Depreciation Expense	5,161	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	-	**175,111**	185,400	10,289
		5,161	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	-	**175,111**	**185,400**	**10,289**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**4,347,549**	**9,933,305**	**12,459,215**	**11,469,806**	**9,639,173**	**9,579,017**	**11,053,188**	**9,080,992**	**11,894,252**	**11,271,700**	**10,932,343**	**7,922,983**	**2,847,360**	**122,430,882**	**122,552,714**	**121,832**
Monthly Surplus (Deficit)		**1,365,106**	**(4,233,252)**	**(6,080,114)**	**(194,972)**	**706,072**	**2,077,969**	**786,470**	**1,299,375**	**(770,788)**	**803,048**	**(419,731)**	**2,612,871**	**10,842,018**	**8,794,072**	**8,670,285**	**123,787**
															6.7%		

FY26-27 Pacific Coast Academy

Monthly Cash Flow/Forecast FY26-27

Revised 8/25/2026

Actuals Through: 7/31/2026

ADA = 8452.45

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	1,365,106	(4,233,252)	(6,080,114)	(194,972)	706,072	2,077,969	786,470	1,299,375	(770,788)	803,048	(419,731)	2,612,871	10,842,018	**8,794,072**		
Cash flows from operating activities																
Depreciation/Amortization	5,365	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	15,450	-	**175,315**		
Public Funding Receivables	13,454,124	1,642,966	-	(127,332)	-	-	-	-	-	-	-	-	(13,689,378)	**1,280,380**		
Grants and Contributions Rec.	202,561	-	-	-	-	-	-	-	-	-	-	-	-	**202,561**		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Prepaid Expenses	(850,491)	-	-	-	-	-	-	-	-	-	-	-	-	**(850,491)**		
Other Assets	(2,750)	-	-	-	-	-	-	-	-	-	-	-	-	**(2,750)**		
Accounts Payable	(666,729)	-	-	(1,047,743)	-	-	-	-	-	-	-	-	2,847,360	**1,132,888**		
Accrued Expenses	648,422	-	-	-	-	-	-	-	-	-	-	-	-	**648,422**		
Other Liabilities	-	-	(3,563,649)	-	-	-	-	-	-	(352,521)	-	-	-	**(3,916,170)**		
Deferred Revenue	148,920	63,668	63,668	4,284,034	114,602	114,602	(900,138)	114,602	2,312,291	(924,236)	90,504	(433,928)	(924,236)	**4,124,352**		
Rent Adjustment	-	-	58,126	58,126	-	-	-	-	-	-	-	-	-			
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	14,304,528	(2,511,169)	(9,506,519)	2,987,563	836,124	2,208,021	(98,218)	1,429,427	1,556,953	(458,259)	(313,777)	2,194,393				
Cash, Beginning of Month	10,242,440	24,546,968	22,035,799	12,529,280	15,516,843	16,352,967	18,560,987	18,462,769	19,892,196	21,449,149	20,990,890	20,677,113				
Cash, End of Month	**24,546,968**	**22,035,799**	**12,529,280**	**15,516,843**	**16,352,967**	**18,560,987**	**18,462,769**	**19,892,196**	**21,449,149**	**20,990,890**	**20,677,113**	**22,871,506**				

Cert.	Instr.
51.5%	82.2%
15,067,090	2,846,974

Pupil:Teacher Ratio
21.40

Pacific Coast Academy

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	$ 5,125,994	$ 0	$ 5,125,994	$ 5,125,994	$ 0	$ 5,125,994	$ 107,364,736
Economic Protection Account Funding	0	0	0	0	0	0	1,690,490
In Lieu of Property Taxes	0	0	0	0	0	0	1,349,856
Total State Aid - Revenue Limit	5,125,994	0	5,125,994	5,125,994	0	5,125,994	110,405,082
Federal Revenue							
Federal Special Education - IDEA	0	0	0	0	0	0	1,101,202
Title I, Part A - Basic Low Income	0	0	0	0	0	0	879,133
Title II, Part A - Teacher Quality	0	0	0	0	0	0	155,554
Title III - Limited English	0	0	0	0	0	0	23,242
Title V, Part B - Charter School Grants	0	0	0	0	0	0	67,724
Total Federal Revenue	0	0	0	0	0	0	2,226,855
Other State Revenue							
State Special Education - AB602	539,953	0	539,953	539,953	0	539,953	11,326,288
State - Mandated Cost Reimbursement	0	0	0	0	0	0	200,499
State - State Lottery	0	0	0	0	0	0	2,299,068
State - Other State Revenue	44,753	0	44,753	44,753	0	44,753	4,608,367
Total Other State Revenue	584,706	0	584,706	584,706	0	584,706	18,434,222
Other Local Revenue							
Lease and Rental Income	0	0	0	0	0	0	156,840
Interest Revenue	19	0	19	19	0	19	0
Other Local Revenue	1,936	0	1,936	1,936	0	1,936	0
Total Other Local Revenue	1,955	0	1,955	1,955	0	1,955	156,840
Total Revenue	**5,712,655**	**0**	**5,712,655**	**5,712,655**	**0**	**5,712,655**	**131,222,999**
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	627,539	752,877	(125,338)	627,539	752,877	(125,338)	32,030,014
Certificated Teachers' Extra Duties/Stipends	91,532	102,739	(11,208)	91,532	102,739	(11,208)	4,373,147
Certificated Pupil Support Salaries	150,775	133,610	17,166	150,775	133,610	17,166	5,517,887
Certificated Supervisors' and Administrators' Salaries	344,750	347,171	(2,421)	344,750	347,171	(2,421)	4,357,699
Other Certificated Salaries	104,715	50,253	54,462	104,715	50,253	54,462	1,925,219
Total Certificated Salaries	1,319,311	1,386,650	(67,339)	1,319,311	1,386,650	(67,339)	48,203,966
Classified Salaries							
Classified Instructional Salaries	15,338	15,008	330	15,338	15,008	330	541,248
Classified Support Salaries	215,210	191,701	23,508	215,210	191,701	23,508	2,508,187
Classified Supervisors' and Administrators' Salaries	92,125	74,135	17,991	92,125	74,135	17,991	889,620
Clerical, Technical, and Office Staff Salaries	247,409	243,389	4,020	247,409	243,389	4,020	2,990,285
Other Classified Salaries	28,827	38,142	(9,316)	28,827	38,142	(9,316)	457,711
Total Classified Salaries	598,909	562,375	36,533	598,909	562,375	36,533	7,387,051
Benefits							
State Teachers' Retirement System, certificated positions	238,274	264,851	(26,576)	238,274	264,851	(26,576)	9,206,958
OASDI/Medicare/Alternative, certificated positions	35,886	34,867	1,020	35,886	34,867	1,020	457,997
Medicare certificated positions	26,660	28,261	(1,602)	26,660	28,261	(1,602)	806,069
Health and Welfare Benefits, certificated positions	663,499	576,604	86,896	663,499	576,604	86,896	6,919,251
State Unemployment Insurance, certificated positions	2,651	9,481	(6,831)	2,651	9,481	(6,831)	189,620
Workers' Compensation Insurance, certificated positions	19,490	19,490	0	19,490	19,490	0	555,910
Other Benefits, certificated positions	0	38,849	(38,849)	0	38,849	(38,849)	1,108,057
Total Benefits	986,460	972,403	14,058	986,460	972,403	14,058	19,243,862
Books & Supplies							
Textbooks and Core Curricula Materials	96	8,325	(8,229)	96	8,325	(8,229)	99,900
Books and Other Reference Materials	0	24,133	(24,133)	0	24,133	(24,133)	289,600
School Supplies	106,619	67,908	38,711	106,619	67,908	38,711	9,367,182
Software	872,521	310,475	562,046	872,521	310,475	562,046	3,725,700
Office Expense	15,453	25,508	(10,056)	15,453	25,508	(10,056)	306,100
Business Meals	7,902	3,884	4,020	7,902	3,884	4,020	46,600
Noncapitalized Equipment	301	18,109	(17,809)	301	18,109	(17,809)	3,458,871
Food Services	92	0	92	92	0	92	0
Total Books & Supplies	1,002,984	458,342	544,642	1,002,984	458,342	544,642	17,293,953

Pacific Coast Academy

Budget vs Actual

For the period ended July 31, 2026

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Subagreement Services							
Nursing	0	41	(41)	0	41	(41)	501
Special Education	1,832	249,284	(247,451)	1,832	249,284	(247,451)	2,991,399
Security	325	433	(109)	325	433	(109)	5,200
Other Educational Consultants	7,076	126,762	(119,685)	7,076	126,762	(119,685)	17,485,407
Total Subagreement Services	9,233	376,520	(367,286)	9,233	376,520	(367,286)	20,482,507
Professional/Consulting Services							
IT	38	5,300	(5,262)	38	5,300	(5,262)	63,600
Audit and Tax	0	0	0	0	0	0	5,000
Legal	0	14,675	(14,675)	0	14,675	(14,675)	176,100
Professional Development	1,458	28,825	(27,368)	1,458	28,825	(27,368)	345,900
General Consulting	10,000	5,825	4,175	10,000	5,825	4,175	69,900
Special Activities	41,946	13,581	28,365	41,946	13,581	28,365	1,873,436
Bank Charges	0	167	(167)	0	167	(167)	2,000
Printing	2,441	658	1,783	2,441	658	1,783	7,900
Other Taxes and Fees	2,752	4,092	(1,340)	2,752	4,092	(1,340)	49,100
Payroll Service Fee	13,780	19,967	(6,187)	13,780	19,967	(6,187)	239,600
Management Fee	191,367	191,367	0	191,367	191,367	0	2,296,403
District Oversight Fee	0	0	0	0	0	0	1,104,051
LACOE Fees	0	0	0	0	0	0	4,500
SELPA Fees	17,962	0	17,962	17,962	0	17,962	372,824
Public Relations	3,063	308	2,755	3,063	308	2,755	3,700
Total Professional/Consulting Services	284,807	284,765	41	284,807	284,765	41	6,614,014
Facilities, Repairs & Other Leases							
Rent	11,729	37,892	(26,162)	11,729	37,892	(26,162)	1,035,961
Additional Rent	0	1,950	(1,950)	0	1,950	(1,950)	23,400
Other Leases	3,342	4,408	(1,067)	3,342	4,408	(1,067)	52,900
Repairs and Maintenance	0	833	(833)	0	833	(833)	10,000
Total Facilities, Repairs & Other Leases	15,071	45,083	(30,012)	15,071	45,083	(30,012)	1,122,261
Operations & Housekeeping							
Auto and Travel Expense	21,950	35,350	(13,400)	21,950	35,350	(13,400)	424,200
Dues & Memberships	0	5,567	(5,567)	0	5,567	(5,567)	66,800
Insurance	100,167	100,167	1	100,167	100,167	1	1,202,000
Utilities	0	3,183	(3,184)	0	3,183	(3,184)	38,200
Janitorial/Trash Removal	0	192	(192)	0	192	(192)	2,300
Communications	1,307	20,966	(19,659)	1,307	20,966	(19,659)	251,600
Postage and Shipping	2,189	2,884	(695)	2,189	2,884	(695)	34,600
Total Operations & Housekeeping	125,613	168,309	(42,696)	125,613	168,309	(42,696)	2,019,700
Depreciation							
Depreciation Expense	5,161	15,450	(10,289)	5,161	15,450	(10,289)	185,400
Total Depreciation	5,161	15,450	(10,289)	5,161	15,450	(10,289)	185,400
Total Expenses	**4,347,549**	**4,269,897**	**77,652**	**4,347,549**	**4,269,897**	**77,652**	**122,552,714**
Change in Net Assets	**1,365,106**	**(4,269,897)**	**5,635,003**	**1,365,106**	**(4,269,897)**	**5,635,003**	**8,670,285**
Net Assets, Beginning of Period	**31,078,897**			**31,078,897**			
Net Assets, End of Period	**$ 32,444,003**			**$ 32,444,003**			

Pacific Coast Academy

Statement of Financial Position

July 31, 2026

	Pacific Coast Charter	PCA - LLC	Total
Assets			
Current Assets			
Cash & Cash Equivalents	$ 24,546,968	$ 590,055	$ 25,137,023
Accounts Receivable	314,261	0	314,262
Public Funding Receivables	3,835,322	0	3,835,322
Prepaid Expenses	1,739,434	174	1,739,607
Total Current Assets	30,435,985	590,229	31,026,214
Long-term Assets			
Property & Equipment, Net	586,311	9,404,094	9,990,405
Right-of-Use Asset, Net	1,052,275	0	1,052,275
Other Long Term Assets	10,000,000	0	10,000,000
Deposits	73,010	0	73,010
Total Long-term Assets	11,711,596	9,404,094	21,115,690
Total Assets	**$ 42,147,581**	**$ 9,994,323**	**$ 52,141,904**
Liabilities			
Current Liabilities			
Accounts Payable	$ 851,410	$ 398	$ 851,808
Accrued Liabilities	3,647,578	0	3,647,578
Deferred Revenue	4,119,048	0	4,119,048
Operating Lease Liability, Current Portion	1,085,541	0	1,085,542
Total Current Liabilities	9,703,577	398	9,703,976
Long-term Liabilities			
Notes Payable, Net of Current Portion	0	10,000,000	10,000,000
Total Long-term Liabilities	0	10,000,000	10,000,000
Total Liabilities	**9,703,577**	**10,000,398**	**19,703,976**
Net Asset	**32,444,003**	**(6,075)**	**32,437,928**
Liabilities & Net Assets	**$ 42,147,581**	**$ 9,994,323**	**$ 52,141,904**

Pacific Coast Academy

Statement of Cash Flows

For the period ended July 31, 2026

	Pacific Coast Charter	PCA - LLC	Total
Cash Flows from Operating Activites			
Change in Net Assets	$ 1,365,106	$ 37,395	$ 1,402,501
Adjustments			
Depreciation	5,365	15,859	21,224
(Increase) Decrease in Operating Assets			
Public Funding Receivables	13,454,124	0	13,454,124
Grants, Contributions & Pledges Receivable	202,561	0	202,561
Prepaid Expenses	(850,491)	805	(849,686)
Other Assets	(2,750)	0	(2,750)
Increase (Decrease) in Operating Liabilities			
Accounts Payable	(666,729)	(1,159)	(667,888)
Accrued Expenses	648,422	(1,072)	647,350
Deferred Revenue	148,920	0	148,920
Total Cash Flows from Operating Activites	**14,304,528**	**51,828**	**14,356,356**
Change in Cash and Cash Equivalents	**14,304,528**	**51,828**	**14,356,356**
Cash & Cash Equivalents, Beginning of Period	**10,242,440**	**538,228**	**10,780,668**
Cash & Cash Equivalents, End of Period	**$ 24,546,968**	**$ 590,055**	**$ 25,137,023**

Coversheet

Resolution to Delegate Limited Bonus Authority to the Executive Director

Section: II. Finance
Item: D. Resolution to Delegate Limited Bonus Authority to the Executive Director
Purpose: Vote
Submitted by:
Related Material: PCA Resolution 2026-14 BONUS__proposed 9.16.26.pdf

Pacific Coast Academy
13915 Danielson St. #103, Poway, CA 92064
Ph (619) 215-0704

Resolution of Pacific Coast Academy Board of Directors
2026-14

ESTABLISHING A 2026–27 DISCRETIONARY EMPLOYEE BONUS PROGRAM AND DELEGATING LIMITED BONUS AUTHORITY TO THE EXECUTIVE DIRECTOR

WHEREAS, the Board of Directors ("Board") of Pacific Coast Academy ("School") recognizes the importance of attracting, retaining, recognizing, and appropriately compensating employees who make significant contributions to the School;

WHEREAS, the School's Compensation Policy reflects a compensation philosophy emphasizing equity, transparency, excellence, commitment, and recognition of exceptional employee performance and contributions;

WHEREAS, the Board desires to provide the Executive Director with reasonable flexibility to recognize exceptional employee performance, expanded responsibilities, achievement of organizational objectives, extraordinary contributions, organizational continuity, and other circumstances warranting additional compensation;

WHEREAS, the School's existing Compensation Policy separately provides for certain forms of additional compensation, including signing bonuses, supplemental duty stipends, and Additional Supplement Bonuses ("Supplements"), subject to the requirements applicable to each such form of compensation;

WHEREAS, the Board desires to establish a separate discretionary employee bonus program for the 2026–27 fiscal year under which the Executive Director may award bonuses to eligible employees within defined individual and aggregate limits and subject to appropriate Board oversight;

WHEREAS, in establishing the limits and authority set forth in this Resolution, the Board has considered the School's financial condition, compensation practices, existing compensation programs, and its responsibility to maintain appropriate oversight of employee and executive compensation;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby establishes a discretionary employee bonus program for the 2026–27 fiscal year ("Bonus Program") and delegates to the Executive Director the authority to award bonuses pursuant to the Bonus Program to employees of the School, subject to the limitations and requirements set forth in this Resolution;

BE IT FURTHER RESOLVED that no individual employee may receive bonuses pursuant to the Bonus Program exceeding, in the aggregate during the 2026–27 fiscal year, Ten Percent (10%) of the employee's annual base salary.

BE IT FURTHER RESOLVED that the aggregate amount of all bonuses awarded to all employees pursuant to the Bonus Program shall not exceed Five Hundred Thousand Dollars ($500,000) during the 2026–27 fiscal year and shall remain within amounts available under the School's budget, unless additional expenditure authority is separately approved by the Board;

BE IT FURTHER RESOLVED that, in determining whether to award a bonus and the amount thereof, the Executive Director may consider factors including, but not limited to:

1. Exceptional individual or team performance;
2. Achievement of significant organizational, operational, financial, academic, or strategic objectives;
3. Performance materially exceeding the expectations or requirements of the employee's position;
4. Exceptional contributions resulting in significant organizational improvement or benefit;
5. Exceptional contributions to organizational continuity, capacity, or operational effectiveness;
6. Extraordinary workload, circumstances, projects, or accomplishments; and
7. Other factors that the Executive Director reasonably determines merit recognition and advance the interests and objectives of the School.

BE IT FURTHER RESOLVED that bonus awards shall be made in a manner consistent with the School's Compensation Policy, applicable nondiscrimination requirements, and the School's principles of equitable and transparent compensation;

BE IT FURTHER RESOLVED that bonuses authorized pursuant to this Resolution are not guaranteed and shall not constitute an increase to an employee's base salary, create an entitlement to future bonus compensation, establish a guaranteed level of compensation, or constitute a commitment to make similar payments in subsequent fiscal years;

BE IT FURTHER RESOLVED that the authority granted by this Resolution shall not extend to determining or awarding any bonus, stipend, salary adjustment, or other additional compensation to the Executive Director, whose compensation shall remain subject to separate approval by the Board;

BE IT FURTHER RESOLVED that, prior to payment of any bonus awarded to a member of the School's executive leadership, the Executive Director shall provide written notice to the Board President of the recipient, amount, and general basis for the award. Such notice shall be informational and shall not require additional Board approval of an award otherwise authorized by this Resolution;

BE IT FURTHER RESOLVED that the individual bonus limitation established by this Resolution applies solely to bonuses awarded pursuant to the Bonus Program and does not include:

1. Base salary;
2. Other compensation separately authorized by the Board or pursuant to a separately Board-approved compensation program;
3. Signing bonuses, supplemental duty stipends, Supplements, or other compensation separately authorized pursuant to the School's Compensation Policy;
4. Employer-provided benefits; or
5. Reimbursement of legitimate business expenses, including mileage, telephone, communication, travel, and similar expenses, pursuant to the School's Employee Expense Policy or other applicable reimbursement policies;

BE IT FURTHER RESOLVED that the Bonus Program established by this Resolution is separate and distinct from other compensation programs established under the School's Compensation Policy, and except as expressly provided in this Resolution, nothing herein modifies or supersedes the requirements applicable to those separate compensation programs;

BE IT FURTHER RESOLVED that the Executive Director shall document each bonus award, including the recipient, amount, and general basis for the award, and shall ensure that each payment is processed in accordance with applicable payroll, tax, retirement, wage-and-hour, and other legal requirements;

BE IT FURTHER RESOLVED that the authority granted by this Resolution shall expire on June 30, 2027, unless renewed or extended by subsequent action of the Board;

BE IT FURTHER RESOLVED that the Executive Director and other appropriate officers and employees of the School are authorized and directed to take all actions reasonably necessary to implement this Resolution consistent with applicable law, the School's Bylaws, Compensation Policy, employment agreements, personnel policies, Board-approved budget, and other applicable policies.

SECRETARY'S CERTIFICATE

I, Jessica Ackermann, Secretary of the Board of Directors of Pacific Coast Academy a California nonprofit public benefit corporation, County of San Diego, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Pacific Coast Academy, which was duly and regularly held on September 24, 2026, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

_____

Secretary of the Board of Directors of

Pacific Coast Academy

Coversheet

Lease Agreement- 2727 Camino del Rio South, Suite 127

Section: II. Finance
Item: E. Lease Agreement- 2727 Camino del Rio South, Suite 127
Purpose: Vote
Submitted by:
Related Material: #127 Pacific Coast Academy signed by owner.pdf

CORNERSTONE REALTY GROUP

OFFICE LEASE

by and between

REDWOOD HENDEE ASSOCIATES
C/O CORNERSTONE REALTY GROUP

AND

PACIFIC COAST ACADEMY 501(C)(3)

6/18/2026

For: THE REDWOOD BUILDING
2727 Camino del Rio South
Suite 127
San Diego, CA 92108

Prepared By:

CORNERSTONE REALTY GROUP
2727 Camino del Rio South, Suite 135
San Diego, California 92108

OFFICE LEASE

THIS LEASE, made as of this 6/18/2026 by and between REDWOOD HENDEE ASSOCIATES ("Landlord") and PACIFIC COAST ACADEMY 501(C)(3) ("Tenant")

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EXHIBITS

Exhibit A	Plan Showing Property and Premises
Exhibit B	Landlord's Work Letter
Exhibit C	Tenant's Work
Exhibit D	Building's Rules and Regulations
Exhibit E	Commencement Date Confirmation

ARTICLE 1.

Initial
Initial

BASIC PROVISIONS

A.	Tenant's Tradename:	PACIFIC COAST ACADEMY 501(C)(3)
B.	Tenant's Address	13915 Danielson St. Ste. 103 Poway, CA 92064
C.	Office Building Name:	THE REDWOOD BUILDING
	Address:	2727 CAMINO DEL RIO SOUTH, SAN DIEGO, CA 92108
D.	Premises: Suite/Unit No.: #127	
	Square Feet (rentable):	Apprx. 1491
E.	Landlord:	REDWOOD HENDEE ASSOCIATES c/o Cornerstone Realty Group
F.	Address:	2727 Camino del Rio South, #135, San Diego, Ca 92108
G.	Building Manager/Address:	Cornerstone Realty Group, 2727 Camino del Rio South, #135 San Diego, Ca 92108
H.	Commencement Date:	8/1/26, Early Occupancy 7/16/26 Free Rent
I.	Expiration Date:	8/31/29
J.	Security Deposit:	$ 3500
K.	Monthly Rent:	$ 3100
L.	Rental Escalations:	5% every year on anniversary of commencement date

N. Operating Expenses Base: BASE YEAR EXPENSE STOP (2027)

O. Tenant's Pro Rata Share: 2.75% Tenant's Pro Rata Share shall be determined by and adjusted by Landlord from time to time (but shall not be readjusted sooner than the commencement of the second Lease year), by dividing the Tenant's Gross Square Feet of the Premises (as identified in Article ID.) by the rentable area of the Building and multiplying the resulting quotient, to the second decimal place, by one hundred. The Building's total rentable square footage per BOMA standards is approximately 54,292 SF.

P. Electricity Expense: Tenant shall be responsible for "ELECTRICITY EXPENSES". The calculation of said expense shall be based upon the monthly invoices sent by the utility provider based on total charges for electricity for the building located at 2727 Camino Del Rio South ("Project"). Landlord shall have the right to invoice tenant on a monthly basis and said charge will become due upon receipt. Failure to pay will be subject to the provisions of recourse similar to that of other charges due herein. ELECTRICITY EXPENSES shall include but not be limited to cost of power, taxes, surcharges, transmission fees, or other related costs to provide power to the Project not including capital costs directly incurred by Landlord, which are subject to separate provisions herein. Formula: Electricity Expenses/54,292 SF = Expense Per Square foot. In the event of any conflict between this clause and any other clause that is found herein, this clause, and item N above, shall supercede the other clause(s).

Q. Normal Business Hours of Building:
Monday through Friday: 7:00 a.m. to 8:00 p.m. Saturday: 9:00 a.m. to 2:00 p.m. Sunday: closed

R. Prepaid Rent: FIRST MONTH'S RENT AT $3,100

S. Parking Spaces: FOUR (4) PER 1000 SQUARE FEET RATIO UNRESERVED
Fee (parking spaces x rate/per month): $0.00

T. Brokers: Tenant is represented by Capital Growth Properties, with split commission 50-50%, 6%, 5%, 5%

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The capitalized terms, and the terms defined in Article 29, shall have the meanings set forth herein or therein (unless otherwise modified in the Lease) when used as capitalized terms in other provisions of the lease.

ARTICLE 2.

PREMISES, TERM AND COMMENCEMENT DATE

Landlord hereby leases and demises to the Tenant and Tenant hereby takes and leases from Landlord that certain space identified in Article 1 and shown on a plan attached hereto as Exhibit A ("Premises") for a term ("Term") commencing on the Commencement Date and ending on the Expiration Date set forth in Article 1, unless sooner terminated as provided herein, subject to the provisions herein contained. The Commencement Date set forth in Article 1 shall be advanced to such earlier date as Tenant commences occupancy of the Premises for the conduct of its business. Such date shall be confirmed by execution of the Commencement Date Confirmation in the form as set forth in Exhibit E. If

SWB Initial
ED Initial

Landlord delays delivering possession of the Premises or substantial completion of any Landlord's Work under Exhibit B, this Lease shall not be void or voidable, except as provided in Article 5, and Landlord shall have no liability for loss or damage resulting therefrom.

ARTICLE 3.

RENT

A. Monthly Rent. Tenant shall pay Monthly Rent in advance on or before the first day of each month of the Term. If the Term shall commence and end on a day other than the first day of a month, the Monthly Rent for the first and last partial month shall be prorated on a per diem basis. Upon the execution of this Lease, Tenant shall pay one installment of Monthly Rent for the first full month of the Term and a prorated Monthly Rent for any partial month which may precede it.

B. Additional Rent. All costs and expenses which Tenant assumes or agrees to pay and any other sum payable by Tenant pursuant to this Lease, including, without limitation, its share of Operating Expenses, shall be deemed Additional Rent.

C. Rent. Monthly Rent, Additional Rent and Operating Expenses and any other amounts which Tenant is or becomes obligated to pay Landlord under this Lease are herein referred to collectively as "Rent," and all remedies applicable to the nonpayment of Rent shall be applicable thereto. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant.

D. Place of Payment, Late Charge. Rent and other charges required to be paid under this Lease, no matter how described, shall be paid by Tenant to Landlord at the Building Manager's address listed in Article 1, or to such other person and/or address as Landlord may designate in writing, without any prior notice or demand therefor and without deduction or set-off or counterclaim and without relief from any valuation or appraisement laws. In the event Tenant fails to pay Rent due under this Lease within ten (10) days of due date of said Rent, Tenant shall pay to Landlord a late charge of ten percent (10%) on the amount overdue.

ARTICLE 4.

OPERATING EXPENSES

A. Payment of Operating Expenses. It is agreed that during each Lease Year beginning with the first month of the second Lease Year and each month thereafter during the original Lease Term, or any extension thereof, Tenant shall pay to Landlord as Additional Rent, at the same time as the Monthly Rent is paid, an amount equal to one-twelfth (1/12) of Landlord's estimate (as determined by Landlord in its sole discretion) of Tenant's Pro rata Share of any projected increase in the Operating Expenses for the particular Lease Year in excess of the Operating Expenses Base (the "Estimated Escalation Increase"). A final adjustment (the "escalation Reconciliation") to be made between the parties as soon as practicable following the end of each Lease Year, but in no event later than ninety (90) days after the end of each Lease Year. In computing the Estimated Escalation Increase for any particular Lease Year, Landlord shall take into account any prior increases in Tenant's Pro Rata Share of Operating Expenses. If during any Lease Year the Estimated Escalation Increase is less than the Estimated Escalation Increase for the previous Lease Year on which Tenant's share of Operating Expenses were based for said year, such Additional Rent payments, attributable to Estimated Escalation Increase, to be paid by Tenant for the new Lease Year shall be decreased accordingly; provided, however, in no event will the Rent paid by Tenant hereunder ever be less than the Monthly Rent, its Pro Rata Share of the Operating Expenses Base, plus all other amount of Additional Rent.

As soon as practicable following the end of each Lease Year during the initial Lease term, or any extension thereof, including the first Lease Year, Landlord shall submit to Tenant a statement prepared by Landlord, in the first year setting forth the Estimated Escalation Increase, if any. Beginning with said statement for the second Lease Year, it shall also set forth the Escalation Reconciliation for the Lease Year just completed. To the extent that the Operating Expense Escalation is different from the Estimated Escalation Increase upon which Tenant paid Rent during the Lease Year just completed, Tenant shall pay Landlord the difference in cash within thirty (30) days following receipt by Tenant of such statement from Landlord, or receive a credit on future Rent owing hereunder as the case may be. Until Tenant receives such statement, Tenant's Rent for the new Lease Year shall continue to be paid at the rate being paid

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for the particular Lease Year just completed, but Tenant shall commence payment to Landlord of the monthly installment of Additional Rent on the basis of said statement beginning on the first day of the month following the month in which Tenant receives such statement. In addition to the above, if, during any particular Lease Year, there is a change in the information on which Landlord based the estimate upon which Tenant is then making its estimated payment of Operating Expenses so that such Estimated Escalation Increase furnished to Tenant is no longer accurate, Landlord shall be permitted to revise such Estimated Escalation Increase by notifying Tenant, and there shall be such adjustments made in the Additional Rent on the first day of the month following the serving of such statement on Tenant as shall be necessary by either increasing or decreasing, as the case may be, the amount of Additional Rent then being paid by Tenant for the balance of the Lease Year (but in no event shall any such decrease result in a reduction of the rent below the monthly Rent, Tenant's Pro Rata Share of the Operating Expenses Base, plus all other amounts of additional Rent), as well as a payment by Tenant or credit to the Tenant as appropriate based upon the amount theretofore paid by Tenant during such particular Lease Year pursuant to the prior estimate.

Landlord's and Tenant's responsibilities with respect to the Operating Expense adjustment described herein shall survive the expiration or early termination of this lease.

If the Building is not fully occupied during any particular Lease Year, Landlord shall adjust those Operating Expenses which are affected by Building occupancy for the particular Lease Year, or portion thereof, as the case may be, to reflect an occupancy of not less than ninety-five percent (95%) of all such rentable area of the Building.

B. Disputes Over Operating Expenses. If Tenant disputes the amount of an adjustment or the proposed estimate increase or decrease in Operating Expenses, Tenant shall give Landlord written notice of such dispute within thirty (30) days after Landlord advises Tenant of such adjustment or proposed increase or decrease. Tenant's failure to give such notice shall waive its right to dispute the amounts so determined. If Tenant timely objects, Tenant shall have the right to engage its own accountants ("Tenant's Accountants") for the purpose of verifying the accuracy of the statement in dispute, or the reasonableness of the adjustment or estimated increase or decrease. If Tenant's Accountants determine that an error has been made, Landlord and Tenant's Accountants shall endeavor to agree upon the matter, failing which Landlord and Tenant's Accountants shall endeavor to agree upon the matter, failing which Landlord and Tenant's Accountants shall jointly select an independent certified public accounting firm (the "Independent Accountant") which firm shall conclusively determine whether the adjustment or estimated increase or decrease is reasonable, and if not, what amount is reasonable. Both parties shall be bound by such determination. If Tenant's Accountants do not participate in choosing the Independent Accountant within 20 days notice by Landlord, then Landlord's determination of the adjustment or estimated increase or decrease shall be conclusively determined to be reasonable and Tenant shall be bound thereby. All costs incurred by Tenant in obtaining Tenant's Accountants and the cost of the Independent Accountant shall be paid by Tenant unless Tenant's Accountants disclose an error, acknowledged by Landlord (or found to have conclusively occurred by the Independent Accountant), of more than ten percent (10%) in the computation of the total amount of Operating Expenses as set forth in the statement submitted by Landlord with respect to the matter in dispute; in which event Landlord shall pay the reasonable costs incurred by Tenant in obtaining such audits. Tenant shall continue to timely pay Landlord the amount of the prior year's adjustment and adjusted Additional Rent determined to be incorrect as aforesaid until the parties have concurred as to the appropriate adjustment or have deemed to be bound by the determination of the Independent Accountant in accordance with the preceding terms. Landlord's delay in submitting any statement contemplated herein for any Lease Year shall not affect the provisions of this Paragraph, nor constitute a waiver of Landlord's rights as set forth herein for said Lease Year or any subsequent Lease Years during the Lease Term or any extensions thereof.

ARTICLE 5.

LANDLORD'S WORK, TENANT'S WORK, ALTERATIONS AND ADDITIONS

A. Landlord's Work. Landlord shall construct the Premises in accordance with Landlord's obligations as set forth in the work letter attached hereto as Exhibit B, and hereinafter referred to as "Landlord's Work." Landlord will deliver the

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Premises to Tenant with all of Landlord's Work completed (except for minor and non-material punch list items which in Landlord's reasonable judgment will not delay completion of Tenant's Work, as defined in subparagraph B of this Article) on or before the number of days specified in Exhibit B and Tenant agrees thereupon to commence and complete Tenant's Work on or before the Commencement Date. If Landlord is delayed in completing Landlord's Work by strike, shortages of labor or materials, delivery delays or other matters beyond the reasonable control of Landlord, then Landlord shall give notice thereof to Tenant and the date on which Landlord is to turn the Premises over to Tenant for Tenant's Work and the Commencement Date shall be postponed for an equal number of days as the delay as set forth in the notice. Providing, however, if such delays exceed ninety (90) days, then either Landlord or Tenant upon notice to the other shall have the right to terminate this Lease without liability to either party. If the Commencement Date is postponed as aforesaid, Tenant agrees upon request of Landlord to execute a writing confirming the Commencement Date on such form as set forth in Exhibit E attached hereto.

B. Tenant's Work. On and after the date specified in the immediately preceding subparagraph A for delivery of the Premises to Tenant for tenant's Work, Tenant, at its sole cost and expense, shall perform and complete all other improvements to the Premises (herein called "Tenant's Work") including, but not limited to, all improvements, work and requirements required of Tenant under the foregoing work letter. Tenant shall complete all of Tenant's Work in good and workmanlike manner, fully paid for and free from liens, in accordance with the plans and specifications approved by Landlord and Tenant as provided in Exhibit C, on or prior to the scheduled Commencement Date. Tenant shall also have the right during this period to come onto the Premises to install its fixtures and prepare the Premises for the operation of Tenant's business. Notwithstanding the fact that foregoing activities by Tenant will occur prior to the scheduled Commencement Date, Tenant agrees that all of Tenant's obligations provided for in this Lease shall apply during such period with the exception of any obligation to pay Rent.

C. Alterations. Except as provided in the immediately preceding subparagraph, Tenant shall make no alterations or additions to the Premises without the prior written consent of the Landlord, which consent Landlord may grant or withhold in its sole discretion.

D. Liens. Tenant shall give Landlord at least ten (10) days prior written notice (or such additional time as may be necessary under applicable laws) of the commencement of any Tenant's Work, to afford Landlord the opportunity of posting and recording notices of non-responsibility. Tenant will not cause or permit any mechanic's, materialman's or similar liens or encumbrances to be filed or exist against the Premises or the Building or Tenant's interest in this Lease in connection with work done under this Article or in connection with any other work. Tenant shall remove any such lien or encumbrance by bond or otherwise within twenty (20) days from the date of their existence. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove any such lien or encumbrance, without being responsible to investigate the validity thereof. The amounts so paid and costs incurred by Landlord shall be deemed Additional Rent under this Lease and payable in full upon demand.

ARTICLE 6.

USE

a. Use. Tenant shall use the Premises for general office purposes, and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including without limitation the Building's Rules and Regulations attached as Exhibit D hereto. Tenant and its invitees shall also have the non-exclusive right along with other tenants of the Building and others entitled to use the same and subject to such rules and regulations as Landlord in its discretion may impose from time to time to use the Common Areas.

b. Restrictions. Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or do or permit anything to be done in the Premises which: (a) causes or is liable to cause injury to persons, to the Building or its equipment, facilities or systems; (b) impairs or tends to impair the character, reputation or appearance of the Building as a first class office building; (c) impairs or tends to impair the proper and economic maintenance, operation and repair of the Building or its equipment, facilities or systems; or, (d) annoys or inconveniences or tends to annoy or inconvenience other tenants or occupants of the Building.

C. Compliance with Laws. Tenant shall keep and maintain the Premises, its use thereof and its business in compliance with all governmental laws, ordinances, rules and regulations. Tenant shall comply with all Laws relating

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to the Premises and Tenant's use thereof, including without limitation, Laws requiring the Premises to be closed on Sundays or any other days or hours and Laws in connection with the health, safety and building codes, and any permit or license requirements. Landlord makes no representation that the Premises are suitable for Tenant's purposes.

ARTICLE 7.

SERVICES

A. Climate Control. Landlord shall provide climate control to the Premises during Normal Business Hours of Building as set forth in Article 1 as required in Landlord's reasonable judgment for the comfortable use and occupation of the Premises. If Tenant requires climate control at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant, and Tenant shall pay all of Landlord's charges therefor on demand.

The performance by Landlord of its obligations under this Article is subject to Tenant's compliance with the conditions of occupancy and connected electrical load established by Landlord. Use of the Premises or any part thereof in a manner exceeding the heating, ventilating or air-conditioning ("HVAC") design conditions (including occupancy and connected electrical load), including rearrangement of partitioning which interferes with normal operation of the HVAC in the Premises, or the use of computer or data processing machines or other machines or equipment, may require changes in the HVAC or plumbing systems or controls servicing the Premises or portions thereof, in order to provide comfortable occupancy. Any such required change shall by made by Landlord at Tenant's expense as alterations in accordance with the provisions of Article 5, but only to the extent permitted and upon the conditions set forth in that Article.

B. Elevator Service. If the Building is equipped with elevators, Landlord, during Normal Business Hours of Building, shall furnish elevator service to Tenant to be used in common with others. At least one elevator shall remain in service during all other hours. Landlord may designate a specific elevator for use as a service elevator.

C. Janitorial Services. Landlord shall make janitorial and cleaning services available to the Premises. Landlord will provide standard 5 day per week cleaning services inside Tenant suite including: light dusting, vacuuming, trash and recycle pick up. Tenant is responsible for annual shampooing of carpet, which currently is charged by vendor at approximately $.25/sf. Tenant shall pay to Landlord on demand the costs incurred by Landlord for (i) extra cleaning in the Premises required because of (A) misuse or neglect on the part of Tenant or Tenant's agents, contractors, invitees, employees and customers, (B) the use of portion of the Premises for special purposes requiring greater or more difficult cleaning work than office areas, (C) interior glass partitions or unusual quantities of interior glass surfaces, and (D) non-building standard materials or finishes installed by Tenant or at its request; and (ii) removal from the Premises of any refuse and rubbish of Tenant in excess of that ordinarily accumulated in general office occupancy or at times other than Landlord's standard cleaning times.

D. Water and Electricity. Landlord shall make available domestic water in reasonable quantities to the common areas (and to the Premises if so designated in Exhibit B) and cause electric service equivalent to the watt load to be supplied for lighting the Premises and for the operation of Ordinary Office Equipment. "Ordinary Office Equipment" shall mean office equipment wired for 120 volt electric service and rated and using less than 6 amperes or 750 watts of electric current. Landlord shall have the exclusive right to make any replacement of lamps, fluorescent tubes and lamp ballasts in the Premises. Landlord may adopt a system of re-lamping and ballast replacement periodically on a group basis in accordance with good management practice. Tenant's use of electric energy in the Premises shall not at any time exceed the capacity of any of the risers, piping, electrical conductors and other equipment in or serving the Premises. In order to insure that such capacity is not exceeded and to avert any possible adverse effect upon the Building's electric system, Tenant shall not, without Landlord's prior written consent in each instance, connect appliances or heavy duty equipment, other than ordinary office equipment, to the Building's electric system or make any alteration or addition to the Building's electric system. Should Landlord grant its consent in writing, all additional risers, piping and electrical conductors or other equipment therefor shall be provided by Landlord and the cost thereof shall be paid by Tenant within 10 days of Landlord's demand therefor. As a condition to granting such consent, Landlord may require Tenant to agree to an increase in Monthly Rent by the expected cost to Landlord of such additional service, that is, the cost of the additional electric energy to be made available to Tenant based upon the estimated additional capacity of such additional risers, piping and electrical conductors or other equipment. If Landlord

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and Tenant cannot agree thereon, such cost shall be determined by an independent electrical engineer, to be selected by Landlord and paid equally by both parties.

E. Separate Meters. Landlord may install separate meters for the Premises to register the usage of all or any one of the utilities and in such event Tenant shall pay for the cost of electricity usage as metered which is in excess of the watt loan (as established by the Landlord), or in the case of other utilities, the metered usage in excess of that usage reasonably anticipated by Landlord. Tenant shall reimburse Landlord for the cost of installation of meters if such usage exceeds the watt loan (or such anticipated usage, as the case may be) by more than 10 percent. In any event, Landlord may require Tenant to reduce its consumption to the watt load or such anticipated usage.

F. Interruptions. Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption and Tenant acknowledges that any one or more of such services may be suspended by reason of accident, repairs, inspections, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of landlord. Any interruption or discontinuance of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, nor render Landlord liable to Tenant for damages by abatement of the Rent or otherwise, nor relieve Tenant from performance of Tenant's obligations under this Lease. Landlord shall however, exercise reasonable diligence to restore any service so interrupted.

G. Utilities Provided by Tenant. Tenant shall make application in Tenant's own name for all utilities not provided by Landlord and shall: (i) comply with all utility company regulations for such utilities, including requirements for the installation of meters, and (ii) obtain such utilities directly from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for purposes hereof shall include but not be limited to electricity, gas, water, sewer, steam, fire protection, telephone and other communications and alarm services, as well as HVAC, and all taxes or other charges thereon. Tenant shall install and connect all equipment and lines required to supply such utilities to the extent not already available at or serving the Premises, or at Landlord's option shall repair, alter or replace any such existing items. Tenant shall maintain, repair and replace all such items, operate the same, and keep the same in good working order and condition. Tenant shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same. The installation, alteration, replacement or connection of any utility equipment and lines shall be subject to the requirements for alterations of the Premises set forth in Article 5.

ARTICLE 8.

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INSURANCE

A. Required Insurance. Tenant shall maintain insurance policies, with responsible companies licensed to do business in the state where the Building is located and satisfactory to Landlord, naming Landlord, Landlord's Building Manager or agent, Tenant and any Mortgagee of Landlord, as their respective interests may appear, at its own cost and expense including (i) "all risk" property insurance which shall be primary on the lease improvements referenced in Article 5 and Tenant's property, including its goods, equipment and inventory, in an amount adequate to cover their replacement cost; (ii) income loss coverage, (iii) comprehensive general liability insurance on an occurrence basis with limits of liability in an amount not less than $1,000,000 (One Million Dollars) combined single limit for each occurrence. The comprehensive general liability policy shall include contractual liability which includes the provisions of Article 9 herein.

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On or before the Commencement Date of the Lease, Tenant shall furnish to Landlord and its Building Manager, certificates of insurance evidencing the aforesaid insurance coverage, including naming Landlord and Landlord's Building Manager or agent as additional insureds. Renewal certificates shall be furnished at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect.

All such insurance shall provide that it cannot be canceled except upon thirty (30) days prior written notice to Landlord or designated property manager or agent. Tenant shall comply with all rules and directives of any insurance board, company or agency determining rates of hazard coverage for the Premises, including but not limited to the installation of any equipment and/or the correction of any condition necessary to prevent any increase in such rates.

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B. Subrogation. The parties mutually waive all rights and claims against each other for all losses covered by their respective insurance policies, and waive all rights of subrogation of their respective insurers.

C. Waiver of Claims. Except for claims arising from Landlord's intentional or grossly negligent acts that are not covered by Tenant's insurance hereunder , Tenant waives all claims against Landlord for injury or death to persons, damage to property or to any other interest of Tenant sustained by Tenant or any party claiming, through Tenant resulting from: (i) any occurrence in or upon the Premises, (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including sprinklers, (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, or other casualty, (iv) the Building, Premises, or the operating and mechanical systems or equipment of the Building, being defective, out of repair, or failing, and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including without limitation, other tenants, contractors and invitees at the Building, Tenant agrees that Tenant's property loss risks shall be borne by its insurance, and Tenant agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses. For purposes hereof, any deductible amount shall be treated as though it were recoverable under such policies.

ARTICLE 9.

INDEMNIFICATION

Tenant shall indemnify and hold harmless Landlord and its agents, successors and assigns, including its Building Manager, from and against all injury, loss, costs, expenses, claims or damage (including attorney's fees and disbursements) to any person or property arising from, related to, or in connection with any use or occupancy of the Premises by or any gross or willful act or omission (including, without limitation, construction and repair of the Premises arising out of Tenant's Work or subsequent work) of Tenant, its agents, contractors, employees, customers, and invitees, which indemnity extends to any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. This indemnification shall survive the expiration or termination of the Lease Term.

Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the building, or by any owner or occupants of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by all risk property insurance, Tenant agrees to pay for all damage to the Building, as well as all damage to persons or property of other tenants or occupants thereof, caused by the gross or willful negligence, fraud or willful misconduct of Tenant or any of its agents, contractors, employees, customers and invitees. Nothing contained herein shall be construed to relieve Landlord from liability for any personal injury resulting from its gross negligence, fraud or willful misconduct.

ARTICLE 10.

CASUALTY DAMAGE

Tenant shall promptly notify Landlord or the Building Manager of any fire or other casualty to the Premises or to the extent it knows of damage, to the Building. In the event the Premises or any substantial part of the Building is wholly or partially damaged or destroyed by fire or other casualty, the Landlord will proceed to restore the same to substantially the same condition existing immediately prior to such damage or destruction unless such damage or destruction is incapable of repair or restoration within ninety (90) days, in which event Landlord or Tenant may, by written notice given to the other party within thirty (30) days of such damage or destruction, declare this Lease terminated as of the happening of such damage or destruction. To the extent after fire or other casualty that Tenant shall be deprived of the use and occupancy of the Premises or any portion thereof as a result of any such damage, destruction or the repair thereof, providing Tenant did not cause the fire or other casualty, Tenant shall be relieved of the same ratable portion of the fixed rental hereunder as the amount of damaged or useless space in the Premises bears to the gross square footage of the Premises. Landlord, in its sole discretion, shall reasonably determine the amount of damaged or useless space and the gross square footage of the Premises referenced in the prior sentence.

ARTICLE 11.

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CONDEMNATION

In the event of a condemnation or taking of the entire Premises by a public or quasi-public authority, this Lease shall terminate as of the date title vests in the public or quasi-public authority. In the event of a taking or condemnation of fifteen percent (15%) or more (but less than the whole) of the Building and without regard to whether the Premises are part of such taking or condemnation, Landlord may elect to terminate this Lease by giving notice to Tenant within sixty (60) days of Landlord receiving notice of such condemnation. All compensation awarded for any condemnation shall be the property of Landlord, whether such damages shall be awarded as a compensation for diminution in the value of the leasehold or to the fee of the Premises, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation. Providing, however, that in the event this Lease is terminated, Tenant shall be entitled to a separate claim available to Tenant for loss of leasehold improvements (including fixtures paid for by Tenant), the taking of Tenant's personal property and for costs of moving. Notwithstanding the foregoing to the contrary, and condemnation award to Tenant shall be available only to the extent such award is payable separately to Tenant and does not diminish the award available to Landlord or any Lender of Landlord and such award shall be limited to the amount of Rent actually paid by Tenant to Landlord for the period of time for which the award is given. Any additional portion of such award shall belong to Landlord.

ARTICLE 12

REPAIR AND MAINTENANCE

A. Tenants Obligations. Tenant shall keep the Premises in good working order, repair (which repair shall include necessary replacements and capital expenditures and in compliance with all Laws now or hereafter adopted) and condition (which condition shall be clean, sanitary, sightly, and free of pest and rodents) as provided to Tenant on the Commencement Date. Tenant's obligations hereunder shall include but not be limited to Tenant's trade fixtures and equipment, security gates, ceilings, walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection systems, and equipment and lines for water, sewer (including free flow up to common sewer line), HVAC, electrical, gas, steam, sprinkler and mechanical facilities and alterations to the Premises whether installed by Tenant or Landlord. Tenant shall further engage competent contractors approved by Landlord to perform periodic scheduled maintenance (including inspecting, testing, cleaning and repairs) for any HVAC units, hot water heaters and any fire protection systems, including any sprinkler system, or any other mechanical systems in or exclusively serving the Premises. Such periodic scheduled maintenance work shall further include all other work required by a manufacturer's warranty, service manual or technical bulletins or by Landlord's or Tenant's insurance carrier. To the extent that Landlord pays or incurs any expense in connection with any of the above obligations, such obligation shall be deemed "Operating Expenses" and shall be paid in accordance with the provisions of article 4 of this lease provisions required to be performed hereunder. It is understood between parties that Landlord through its agents and on behalf of all tenants has performed or contracts directly for most of the above items due to the multi-tenant modified full service nature of the building and the leases herein.

B. Signs and Obstructions. Tenant shall not obstruct or permit the obstruction of light, halls, Common Areas, roofs, parapets, stairways or entrances to the Building or the Premises and will not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Building or the Premises, including the inside or outside of the windows or doors, without the written consent of Landlord. Landlord shall have the right to withdraw such consent at any time and to require Tenant to remove any sign, projection, awning, signal or advertisement to be affixed to the Building or the Premises. If such work is done by Tenant through any person, firm or corporation not designated by Landlord, or without the express written consent of Landlord, Landlord shall have the right to remove such signs, projections, awnings, signals or advertisements without being liable to the Tenant by reason thereof and to charge the cost of such removal to Tenant as Additional Rent, payable within ten (10) days of Landlord's demand therefor.

C. Outside Services. Tenant shall not permit, except by a person or company reasonably satisfactory to and approved by Landlord: (i) the extermination of vermin in, on or about the Premises; (ii) the servicing of heating, ventilating and air conditioning equipment; (iii) the collection of rubbish and trash other than in compliance with local government health requirements and in accordance with the rules and regulations established by Landlord, which shall minimally provide that Tenant's rubbish and trash shall be kept in containers located so as not to be visible to members of the

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public and in a sanitary and neat condition; or (iv) the window cleaning, janitorial services or similar work in the Premises.

ARTICLE 13.

INSPECTION OF PREMISES AND REPAIRS BY LANDLORD

Landlord shall not be required to make any repairs or improvements to the Building's Common Areas or the Premises except to keep the roof above, foundation, exterior walls, other than common utility lines to the point of connection for Tenant, and structural portions of the Premises in good working order and repair (the cost of which shall be included in Operating Expenses under Article 4); provided, however, that any damage to such areas shall not have been caused by any act or omission of, or violation of this Lease by Tenant or any of Tenant's agents, contractors, employees, invitees or customers, in which event Landlord may perform or require the Tenant to perform such repairs as provided above (without limiting Landlord's other remedies herein).

Tenant shall permit the Landlord, the Building Manager and its authorized representatives to enter the Premises to show the Premises during Normal Business Hours of Building and at other reasonable times to inspect the Premises and to make such repairs, improvements or additions in the Premises or in the Building of which they are a part as may be necessary or appropriate. Landlord shall make every effort to perform all such repairs, improvements and additions in such a manner (in its judgment) so as to cause minimum interference with Tenant and the Premises but Landlord shall not be liable to Tenant for any interruption or loss of business pertaining to such activities.

ARTICLE 14.

SURRENDER OF PREMISES

Upon the expiration of the Term, or sooner termination of the Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good order and condition, normal wear and tear and damage by fire and other casualty excepted. All leasehold improvements and other fixtures, such as light fixtures and HVAC equipment, wall coverings, carpeting and drapes, in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. Any property not removed shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord at Tenant's expense free of any and all claims of Tenant, as Landlord shall desire. All property not removed from the Premises by Tenant may be handled or stored by Landlord at Tenant's expense and Landlord shall not be liable for the value, preservation or safekeeping thereof. At Landlord's option all or part of such property may be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. The Tenant hereby waives to the maximum extent allowable the benefit of all laws now or hereafter in force in this state or elsewhere exempting property from liability for rent or for debt.

ARTICLE 15.

HOLDING OVER

Tenants shall pay Landlord 125% of the amount of Rent then applicable prorated on a per diem basis for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. The foregoing provisions shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain bound to comply with all provisions of this Lease until Tenant vacates the Premises) and Landlord shall have the right at any time thereafter to enter and possess the Premises and remove all property and persons therefrom.

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ARTICLE 16.

SUBLETTING AND ASSIGNMENT

Tenant shall not, without the prior written consent of Landlord endorsed thereon, list the Premises or any part thereof as available for assignment or sublease with any broker or agent or otherwise advertise, post, communicate or solicit prospective assignees or subtenants through any direct or indirect means, nor assign this Lease or any interest thereunder, or sublet Premises or any part thereof, or permit the use of Premises by any party other than Tenant. In the event that during the term of this Lease, Tenant desires to sublease and introduces Landlord to a proposed replacement tenant for Tenant, which replacement tenant is of financial strength at least equal to that of Tenant (as determined by Landlord in its sole discretion) and has a use for Premises and a number of employees reasonably consistent with that of Tenant's operation, the Landlord may consider such replacement tenant and notify Tenant with reasonable promptness as to Landlord's choice, at Landlord's sole discretion, of the following:

(1) That Landlord consents to a subleasing of Premises to such replacement tenant provided that Tenant shall remain fully liable for all of its obligations and liabilities under this Lease and provided further that Landlord shall be entitled to 50% of any profit obtained by Tenant from such subletting or assignment after deducting costs involved in finding and sub-letting the Premises; or;

(2) That upon such replacement tenant's entering into a mutually satisfactory new Lease for the Premises with Landlord, then Tenant shall be released from all further obligations and liabilities under this Lease (excepting only any unpaid rentals or any unperformed covenants then past due under this Lease or any guarantee by Tenant of replacement tenant's obligations); or

(3) That Landlord declines to consent to such sublease due to insufficient or unsatisfactory documentation furnished to Landlord to establish Tenant's financial strength and proposed use of and operations upon Premises.

In no case may Tenant assign any options to sublessee(s) or assignee(s) hereunder, all such options being deemed personal to Tenant only. Consent by Landlord hereunder shall in no way operate as a waiver by Landlord of, or to release or discharge Tenant from, any liability under this Lease or be construed to relieve Tenant from obtaining Landlord's consent to any subsequent assignment; subletting, transfer, use or occupancy.

ARTICLE 17.

SUBORDINATION, ATTORNMENT AND MORTGAGEE PROTECTION

This Lease is subject and subordinate to all Mortgages now or hereafter placed upon the Building, and all other encumbrances and matters of public record applicable to the Building, including without limitation, any reciprocal easement or operating agreements, covenants, conditions and restrictions and Tenant shall not act or permit the Premises to be operated in violation thereof. If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such foreclosure sale, to attorn and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. In the event of attornment, no Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Lender, or (iii) bound by any future modification of this Lease not consented to by such Lender. Any Lender may elect to make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default within the time permitted Landlord for cure under this Lease, any such Lender whose address has been so provided to Tenant shall have an additional period of thirty (30) days in which to cure (or such additional time as may be required due to causes beyond such Lender's control, including time to obtain possession of the Building by power of sale or

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judicial action or deed in lieu of foreclosure). The provisions of this Article shall be self-operative; however, Tenant shall execute such documentation as Landlord or any Lender may request from time to time in order to confirm the matters set forth in this Article in recordable form. To the extent not expressly prohibited by Law, Tenant waives the provisions of any Law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted or completed.

ARTICLE 18.

ESTOPPEL CERTIFICATE

Tenant shall from time to time, upon written request by Landlord or Lender, deliver to Landlord or Lender, within ten (10) days after from receipt of such request, a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications; identifying such modifications and certifying that the Lease, as modified, is in full force and effect); (ii) the dates to which the Rent has been paid; (iii) that Landlord is not in default under any provision of this Lease (or if Landlord is in default, specifying each such default); and, (iv) the address to which notices to Tenant shall be sent; it being understood that any such statement so delivered may be relied upon in connection with any lease, mortgage or transfer.

Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that; (i) this Lease is in full force and effect and not modified except as Landlord may represent; (ii) not more than one month's Rent has been paid in advance; (iii) there are no defaults by Landlord; and, (iv) notices to Tenant shall be sent to Tenant's Address as set forth in Article 1 of this Lease. Notwithstanding the presumptions of this Article, Tenant shall not be relieved of its obligation to deliver said statement.

ARTICLE 19.

DEFAULTS

If Tenant fails to pay when due any installment or other payment of Rent, or any monetary obligation (additional rent), and where such failure continues for a period of three (3) days after written notice, such notice shall be in lieu of and not in addition to the notice required by section 1161 of the California Code of Civil Procedure.

If Tenant: (i) fails to keep in effect any insurance required to be maintained; or (ii) vacates or abandons the Premises, or (iii) becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary bankruptcy or an involuntary petition in bankruptcy is filed against Tenant which petition is not dismissed within sixty (60) days of its filing, or (iv) fails to perform or observe any of the other covenants, conditions or agreements contained herein on Tenant's part to be kept or performed and such failure shall continue for thirty (30) days after notice thereof given by or on behalf of Landlord, or (v) if the interest of Tenant shall be offered for sale or sold under execution or other legal process if Tenant makes any transfer, assignment, conveyance, sale, pledge, disposition of all or a substantial portion of Tenant's property, then any such event or conduct shall constitute a "default" hereunder.

If Tenant shall file a voluntary petition pursuant to the United States Bankruptcy Reform Act of 1978, as the same may be from time to time be amended (the "Bankruptcy Code"), or take the benefit of any insolvency act or be dissolved, or if an involuntary petition be filed against Tenant pursuant to the Bankruptcy Code and said petition is not dismissed within thirty (30) days after such filing, or if a receiver shall be appointed for its business or its assets and the appointment of such receiver is not vacated within thirty (30) days after such appointment, or if it shall make an assignment for the benefit of its creditors, then Landlord shall have all of the rights provided for in the event of nonpayment of the Rent.

ARTICLE 20.

REMEDIES OF LANDLORD

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

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Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the premises, including, without limitation, brokers' commissions, expenses of remodeling the premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any re-letting. No act by Landlord allowed by this paragraph shall terminate this lease unless Landlord notifies Tenant that Landlord elects to terminate this lease. After Tenant's default and for as long as Landlord elects to terminate Tenant's right to possession of the premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.

If Landlord elects to re-let the premises as provided in the paragraph, rent that Landlord receives from re-letting shall be applied to the payment of:

First, any indebtedness from Tenant to Landlord or Landlord's agent(s) other than rent due from Tenant;

Second, all cost, including for maintenance, incurred by Landlord in re-letting;

Third, rent due and unpaid under this lease. After deducting the payments referred to in this paragraph, any sum remaining from the rent Landlord receives from re-letting shall be held by Landlord and applied in payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from the re-letting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including for maintenance, Landlord incurred in re-letting that remain after applying the rent received from the re-letting as provided in this paragraph.

Landlord can terminate Tenant's right to possession of the premises at any time. No Act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to re-let the premises, or the appointment of a receiver on Landlord initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

a. The worth, at the time of the award of the unpaid rent that had been earned at the time of termination of this lease;

b. The worth, at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

c. The worth, at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

d. Any other amount, including but not limited to Attorney's fees and collection costs, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of award," as used in a and b of this paragraph, is to be computed by allowing interest at the rate of 10% per annum. "The worth, at the time of the award," as referred to in c of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

ARTICLE 21.

QUIET ENJOYMENT

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Landlord covenants that subject to the conditions and limitations set forth in this Lease, Tenant, upon paying the Rent and performing all of its other obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term or until this Lease is otherwise terminated as herein provided.

ARTICLE 22.

ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of an amount less than full payment of Rent then due and payable shall be deemed to be other than on account of the Rent then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

ARTICLE 23.

SECURITY DEPOSIT

To secure the faithful performance by Tenant of all of the covenants, conditions and agreements set forth in this Lease to be performed by it, including, without limitation, foregoing such covenants, conditions and agreements in this Lease which become applicable upon its termination by re-entry or otherwise, Tenant has deposited with Landlord the sum shown in Article 1 as a "Security Deposit" on the understanding:

(a) that the Security Deposit or any portion thereof may be applied to the curing of any default that may exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount;

(b) that should the Premises be conveyed by Landlord, the Security Deposit or any balance thereof may be turned over to the Landlord's grantee, and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and its application or return, and Tenant agrees to look solely to such grantee for such application or return; and,

(c) that Landlord may commingle the Security Deposit with other funds and not be obligated to pay Tenant any interest;

(d) that the Security Deposit shall not be considered as advance payment of Rent or a measure of damages for any default by Tenant, nor shall it be a bar or defense to any actions by Landlord against Tenant;

(e) that if Tenant shall faithfully perform all of the covenants and agreements contained in this Lease on the part of the Tenant to be performed, the Security Deposit or any then remaining balance thereof shall be returned to Tenant, without interest, within thirty (30) days after the expiration of the Term. Tenant further covenants that it will not assign or encumber the money deposited herein as a Security Deposit and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

ARTICLE 24.

BROKERAGE COMMISSION

Landlord and Tenant represent and warrant to each other that neither has dealt with any broker, finder or agent except for the Broker(s) identified in Article 1. Tenant represents and warrants to Landlord that (except with respect to the Broker identified in Article 1 and with whom Landlord has entered into a separate brokerage agreement) no broker, agent, commission salesperson, or other person has represented Tenant in the negotiations for and procurement of this Lease and of the Premises and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent commission salesperson, or other person. Tenant agrees to indemnify Landlord and hold Landlord harmless from any and all claims, suits, or judgments (including, without limitation, reasonable attorneys' fees and court costs incurred in connection with any such claims, suits, or judgments, or in connection with the enforcement of this indemnity) for any fees, commissions, or compensation of any kind which arise out of or are in any way connected with any claimed agency relationship not referenced in Article 1.

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ARTICLE 25.

FORCE MAJEURE

Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by a cause or causes beyond its control, including all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing, or through acts of God. Tenant shall similarly be excused for delay in the performance of any obligation hereunder; provided:

(a) nothing contained in this Section or elsewhere in this Lease shall be deemed to excuse or permit any delay in the payment of the Rent, or any delay in the cure of any default which may be cured by the payment of money;

(b) no reliance by Tenant upon this Section shall limit or restrict in any way Landlord's right of self-help as provided in this Lease; and

(c) Tenant shall not be entitled to rely upon this Section unless it shall first have given Landlord notice of the existence of any force majeure preventing the performance of an obligation of Tenant within five days after the commencement of the force majeure.

ARTICLE 26.

PARKING

A. Landlord hereby grants to Tenant the right to use the Parking Spaces as identified in Article 1 and shown on Exhibit A. Landlord, at its sole election, may designate the types and locations of said Parking Spaces and Landlord shall have the right, at Landlord's sole election, to change said types and locations from time to time; provided, however, such designation shall be uniformly applied and shall not unfairly favor any tenant in the Building.

B. If requested by Landlord, Tenant shall notify Landlord of the license plate number, year, make and model of the automobiles entitled to use the Parking Spaces and if requested by Landlord, such automobiles shall be identified by automobile window stickers provided by Landlord, and only such designated automobiles shall be permitted to use the Parking Spaces. If Landlord institutes such an identification procedure, Landlord may provide additional parking spaces for use by customers and invitees of Tenant on a daily basis at prevailing parking rates, if any. At Landlord's sole election, Landlord may make validation stickers available to Tenant for any such additional parking spaces, provided, however, if Landlord makes validation stickers available to any other tenant in the Building, Landlord shall make validation stickers available to Tenant.

C. The Parking Spaces and additional parking spaces provided for herein are provided solely for the accommodation of Tenant and Landlord assumes no responsibility or liability of any kind whatsoever from whatever cause with respect to the automobile parking areas, including adjoining streets, sidewalks, driveways, property and passageways, or the use thereof by Tenant or tenant's employees, customers, agents, contractors or invitees.

ARTICLE 27.

HAZARDOUS MATERIALS

A. Definition of Hazardous Materials. The term "Hazardous Materials" for purposes hereof shall mean any chemical, substance, materials or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, materials or waste or component thereof by any federal, state or local

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governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a materials safety data sheet ("MSDS").

B. No Hazardous Materials. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Premises of Hazardous Materials customarily used in the business or activity expressly permitted to be undertaken in the Premises under Article 6, provided: (a) such Hazardous Materials shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of Tenant's business therein, strictly in accordance with applicable Law, highest prevailing standards, and the manufacturers' instructions therefor, (b) such Hazardous Materials shall not be disposed of, released or discharged in the Building, and shall be transported to and from the Premises in compliance with all applicable Laws, and as Landlord shall reasonably require, (c) if any applicable Law or Landlord's trash removal contractor requires that any such Hazardous Materials be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord), and (d) any remaining such Hazardous Materials shall be completely, properly and lawfully removed from the Building upon expiration or earlier termination of this Lease.

C. Notices To Landlord. Tenant shall promptly notify Landlord of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Materials on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Materials on the Premises, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Materials on or from the Premises or in violation of this Article, and (iv) any matters where Tenant is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Materials on the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list, certified to be true and complete, identifying any Hazardous Materials then used, stored, or maintained upon the Premises, the use and approximate quantity of each such materials, a copy of any MSDS issued by the manufacturer therefor, and such other information as Landlord may reasonably require or as may be required by Law.

D. Indemnification of Landlord. If any Hazardous Materials are released, discharged or disposed of by Tenant or any other occupant of the Premises, or their employees, agents, invitees or contractors, on or about the Building in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable Laws clean up, remediate and remove the Hazardous Materials from the Building and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense (without limiting Landlord's other remedies therefor). Tenant shall further be required to indemnify and hold Landlord, Landlord's directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, damages, penalties and judgments directly or indirectly arising out of or attributable to a violation of the provisions of this Article by Tenant, Tenant's occupants, employees, contractors or agents. Any clean up, remediation and removal work shall be subject to Landlord's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Landlord or any Lender or governmental body arranges for any tests or studies showing that this Article has been violated, Tenant shall pay for the costs of such tests. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 28.

ADDITIONAL RIGHTS RESERVED BY LANDLORD

In addition to any other rights provided for herein, Landlord reserves the following rights, exercisable without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim:

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(a) To name the Building and to change the name or street address of the Building;

(b) To install and maintain all signs on the exterior and interior of the Building;

(c) To designate all sources furnishing sign painting and lettering;

(d) During the last ninety (90) days of the Term, if Tenant has vacated the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy, without affecting Tenant's obligation to pay Rent for the Premises;

(e) To have pass keys to the Premises and all doors therein, excluding Tenant's vaults and safes;

(f) On reasonable prior notice to Tenant, to exhibit the Premises to any prospective purchaser, Lender, mortgagee, or assignee of any mortgage on the Building or Land and to others having an interest therein at any time during the Term, and to prospective tenants during the last six months of the Term;

(g) To take any and all measures, including entering the Premises for the purpose of making inspections, repairs, alterations, additions and improvements to the Premises or to the Building (including for the purpose of checking, calibrating, adjusting and balancing controls and other parts of the Building Systems), as may be necessary or desirable for the operation, improvement, safety, protection or preservation of the Premises or the Building, or in order to comply with all Laws, orders and requirements or governmental or other authority, or as may otherwise be permitted or required by this Lease; provided, however, that Landlord shall use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises;

(h) To relocate various facilities within the Building and on the land of which the Building is a part if Landlord shall determine such relocation to be in the best interest of the development of the Building and Property, provided that such relocation shall not materially restrict access to the Premises; and

(i) To install vending machines of all kinds in the Premises and the Building and to receive all of the revenue derived therefrom, provided, however, that no vending machines shall be installed by Landlord in the Premises unless Tenant so requests.

ARTICLE 29.

DEFINED TERMS

A. "Building shall refer to the Building named in Article 1 of which the leased Premises are a part (including all modifications, additions and alterations made to the Building during the term of this Lease), the real property on which the same is located, all plazas, common areas and any other areas located on said real property and designated by Landlord for use by all tenants in the Building. A plan showing the Building is attached hereto as Exhibit A and made a part hereof and the Premises is defined in Article 2 and shown on said Exhibit A by cross-hatched lines.

B. "Common Areas" shall mean and include all areas, facilities, equipment, directories and signs of the Building (exclusive of the Premises and areas leased to other Tenants) made available and designated by Landlord for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Building including, but not limited to, lobbies, public washrooms, hallways, sidewalks, parking areas, landscaped areas and service entrances. Common Areas may further include such areas in adjoining properties under reciprocal easement agreements, operation agreements or other such agreements now or hereafter in effect and which are available to Landlord, Tenant and Tenant's employees and invitees. Landlord reserves the right in its sole discretion and from time to time, to construct, maintain, operate, repair, close, limit, take out of service, alter, change, and modify all or any part of the Common Areas.

C. "Default Rate" shall mean eighteen percent (18%) per annum, or the highest rate permitted by applicable law, whichever shall be less.

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D. "Hazardous Materials" shall have the meaning set forth in Article 27.

E. "Landlord" and "Tenant" shall be applicable to one or more parties as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine; and if there be more than one, the obligations thereof shall be joint and several. For purposes of any provisions indemnifying or limiting the liability of Landlord, the term "Landlord" shall include Landlord's present and future partners, beneficiaries, trustees, officers, directors, employees, shareholders, principals, agents, affiliates, successors and assigns.

F. "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Building is located, and decisions of federal courts applying the Laws of such state.

G. "Lease" shall mean this lease executed between Tenant and Landlord, including any extensions, amendments or modifications and any Exhibit attached hereto.

H. "Lease Year" shall mean each calendar year or portion thereof during the Term, and any initial or final partial calendar years shall be "Partial Lease Years". Notwithstanding the foregoing, at Landlord's option by notice to Tenant, the term "Lease Year" shall mean each twelve (12) month period commencing on the Commencement Date as adjusted pursuant to Article 2 (or at Landlord's option), the first day of the first full calendar month following the Commencement Date.

I. "Lender" shall mean the holder of a Mortgage at the time in question, and where such Mortgage is a ground lease, such term shall refer to the ground lease.

J. "Mortgage" shall mean all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Building or any part thereof with the written consent of Landlord, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

K. "Operating Expenses" shall mean all operating expenses of any kind or nature which are necessary, ordinary or customarily incurred in connection with the operation, maintenance or repair of the Building as determined by Landlord.

Operating Expenses shall include, but not be limited to:

1.1 all real property taxes and assessments levied against the Building by any governmental or quasi-governmental authority. The foregoing shall include all federal, state, county, or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, respecting the Building, including without limitation, real estate taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, taxes based upon the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, appurtenances, furniture and other personal property used in connection with the Building which Landlord shall pay during any calendar year, any portion of which occurs during the Term (without regard to any different fiscal year used by such government or municipal authority except as provided below). Provided, however, any taxes which shall be levied on the rentals of the Building shall be determined as if the Building were Landlord's only property, and provided further that in no event shall the term "taxes or assessment," as used herein, include any net federal or state income taxes levied or assessed on Landlord, unless such taxes are a specific substitute for real property taxes. Such term shall, however, include gross taxes on rentals. Expenses incurred by Landlord for tax consultants and in contesting the amount or validity of any such taxes or assessments shall be included in such computations. All of the preceding clause K (1.1) is collectively referred to as the "Tax" or Taxes".

1.2 all "assessments", including so-called special assessments, license tax, business license fee, business license tax levy, charge, penalty or tax imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, water, drainage, or other improvement or special district thereof, against the Premises of the Building or any legal or equitable interest of Landlord therein. For

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the purposes of this lease, any special assessments shall be deemed payable in such number of installments as is permitted by law, whether or not actually so paid. If as of the Commencement Date the Building has not been fully assessed as a completed project, for the purpose of computing the Operating Expenses of any adjustment required herein or under Article 4, the Tax shall be adjusted by Landlord, as of the date on which the adjustment is to be made, to reflect full completion of the Building including all standard Tenant finish work if the method of taxation of real estate prevailing to the time of execution hereof shall be, or has been altered, so as to cause the whole or any part of the taxes now, hereafter or therefore levied, assessed or imposed on real estate to be levied, assessed or imposed on Landlord, wholly or partially, as a capital levy or otherwise, or on or measured by the rents received therefrom, then such new or altered taxes attributable to the Building shall be included within the term real estate taxes, except that the same shall not include any enhancement of said tax attributable to other income of Landlord.

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1.3 costs of supplies, including, but not limited to, the cost of re-lamping all Building standard lighting as the same may be required from time to time;

1.4 costs incurred in connection with obtaining and providing energy for the Building, including, but not limited to, costs of propane, butane, natural gas, steam, electricity, solar energy and fuel oils, coal or any other energy sources;

1.5 costs of water and sanitary and storm drainage services;

1.6 costs of janitorial and security services;

1.7 costs of general maintenance and repairs, including costs under HVAC and other mechanical maintenance contracts and maintenance, repairs and replacement or equipment and tools used in connection with operating the Building;

1.8 costs of maintenance and replacement of landscaping;

1.9 insurance premiums, including fire and all-risk coverage, together with loss of rent endorsements, the part of any claim required to be paid under the deductible portion of any insurance policies carried by Landlord in connection with the Building (where Landlord is unable to obtain insurance without such deductible from a major insurance carrier at reasonable rates), public liability insurance and any other insurance carried by Landlord on the Building, or any component parts thereof (all such insurance shall be in such amounts as may be required by any holder of a Mortgage or as Landlord may reasonably determine);

1.10 labor costs, including wages and other payments, costs to Landlord of worker's compensation and disability insurance, payroll taxes, welfare fringe benefits, and all legal fees and other costs or expenses incurred in resolving any labor dispute;

1.11 professional building management fees required for management or the Building;

1.12 legal, accounting, inspection, and other consultation fees (including, without limitation, fees charged by consultants retained by Landlord for services that are designed to produce a reduction in Operating Expenses or to reasonably improve the operation, maintenance or state of repair of the Building) incurred in the ordinary course of operating the Building or in connection with making the computations required hereunder or in any audit of operations of the Building;

1.13 the costs of capital improvements or structural repairs or replacements made in or to the Building in order to conform to changes, subsequent to the date of this Lease, in any applicable laws, ordinances, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction over the Building (herein "Required Capital Improvements") or the costs incurred by Landlord to install a new or replacement capital item for the purpose of reducing Operating Expenses (herein "Cost Savings Improvements"), and a reasonable reserve for all other capital improvements and structural repairs and replacements reasonably necessary to permit Landlord to maintain the Building in its current class. The expenditures for Required Capital Improvements and Cost Savings Improvements shall be amortized over the useful life of such capital improvement or structural repair or replacement (as determined by Landlord). All costs so amortized shall bear interest on the amortized balance at the rate of twelve percent (12%)

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per annum or such higher rate as may have been paid by Landlord on funds borrowed for the purpose of constructing these capital improvements.

In making any computations contemplated hereby, Landlord shall also be permitted to made such adjustments and modifications to the provisions of this paragraph and Article 4 as shall be reasonable and necessary to achieve the intention of the parties hereto.

L. "Rent" shall have the meaning specified therefor in Article 3.

M. "Tax" or Taxes" shall have the meaning set forth in Article 29 (K) (1.1).

All other capitalized terms shall have the definition set forth in the Lease.

ARTICLE 30.

MISCELLANEOUS PROVISIONS

A. RULES AND REGULATIONS.

Tenant shall comply with all of the rules and regulations promulgated by Landlord from time to time for the Building. A copy of the current rule and regulations is attached hereto as Exhibit D.

B. EXECUTION OF LEASE.

If more than one person or entity executed this Lease as Tenant, each such person or entity shall be jointly and severally liable for observing and performing each of the terms, covenants, conditions and provisions to be observed or performed by Tenant.

C. NOTICES.

All notices under this Lease shall be in writing and will be deemed sufficiently given for all purposes if, to Tenant, by delivery to Tenant at the Premises during the hours the Building is open for business or by certified mail, return receipt requested or by overnight delivery service (with one acknowledged receipt), to Tenant at the address set forth below, and if to Landlord, by certified mail, return receipt requested or by overnight delivery service (with one acknowledged receipt), at the addresses set forth below.

Landlord: REDWOOD HENDEE ASSOCIATES
2727 CAMINO DEL RIO S., #135
SAN DIEGO, CA 92108

Tenant: PACIFIC COAST ACADEMY 501(c)(3)
EIN: 82-1707686

If any alleged default on the part of the Landlord hereunder occurs, Tenant shall give written notice to Landlord in the manner herein set forth and shall afford Landlord a reasonable opportunity to cure any such default. In addition, Tenant shall send notice to such default by certified or registered mail, postage prepaid, to the holder of any Mortgage whose address Tenant has been notified in writing, and shall afford such Mortgage holder a reasonable opportunity to cure any alleged default on the Landlord's behalf. In no event will Landlord be responsible for any damages incurred by Tenant, including but not limited to, lost profits or interruption of business as a result of any alleged default by Landlord hereunder.

D. TRANSFERS.

The term "Landlord" appearing herein shall mean only the owner of the Building from time to time and, upon a sale or transfer of its interest in the Building, the then Landlord and transferring party shall have no further obligations or liabilities for matters accruing after the date of transfer of that interest and Tenant, upon such sale or transfer, shall look solely to the successor owner and transferee of the Building for performance of Landlord's obligations hereunder.

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~~**E. RELOCATION.**~~

~~Landlord shall be entitled during the Lease Term to cause Tenant to relocate from the Premises to a comparable space within the Building (a "Relocation Space") at any time after reasonable notice, which notice shall give Tenant no less than sixty (60) days advance notice. Landlord or the third party tenant replacing Tenant shall pay the expense of moving Tenant to a space within the Building comparable to the Premises and providing comparable leasehold improvements. Such a relocation shall not terminate, modify of otherwise affect the Lease, except with respect to the location of the Premises from and after the date of such relocation. "Premises", shall, thereafter, refer to the Relocation Space into which Tenant has been moved, rather than the original Premises as herein defined.~~

F. SHORING.

If any excavation or construction is made adjacent to, upon or within the Building, or any part thereof, Tenant shall afford to any and all persons causing or authorized to cause such excavation or construction license to enter upon the Premises for the purpose of doing such work as such persons shall deem necessary to preserve the Building or any portion thereof from injury or damage and to support the same by proper foundations, braces and supports, without any claim for damages or indemnity or abatement of the Rent, or of a constructive or actual eviction of Tenant.

G. RELATIONSHIP OF THE PARTIES.

Nothing contained in this Lease shall be construed by the parties hereto, or by any third party, as constituting the parties as principal and agent, partners or joint ventures, nor shall anything herein render either party (other than a guarantor) liable for the debts and obligations of any other party, it being understood and agreed that the only relationship between Landlord and Tenant is that of Landlord and Tenant.

H. ENTIRE AGREEMENT: MERGER.

This Lease embodies the entire agreement and understanding between the parties respecting the Lease and the Premises and supersedes all prior negotiations, agreements and understandings between the parties, all of which are merged herein. No provision of this Lease may be modified, waived or discharged except by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought.

I. NO REPRESENTATION BY LANDLORD.

Neither Landlord nor any agent of Landlord has made any representations, warranties, or promises with respect to the Premises or the Building except as expressly set forth herein.

J. LIMITATION OF LIABILITY.

Notwithstanding any provision in this Lease to the contrary, under no circumstances shall Landlord's liability or that of its directors, officers, employees and agents for failure to perform any obligations arising out of or in connection with the Lease or for any breach of the terms or conditions of this Lease (whether written or implied) exceed Landlord's equity interest in the Building. Any judgements rendered against Landlord shall be satisfied solely out of proceeds of sale of Landlord's interest in the Building. No personal judgement shall lie against Landlord upon extinguishment of its rights in the Building and any judgements so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Lender. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligation under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgement against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or other remedy which may be accorded Tenant by law or under this Lease. If Tenant claims or asserts that Landlord has violated or failed to perform a covenant under the Lease, Tenant's sole remedy shall be an action for specific performance, declaratory judgement or injunction and in no event shall Tenant be entitled to any money damages in any action or by way of set off, defense or counterclaim and Tenant hereby specifically waives the right to any money damages or other remedies.

K. MEMORANDUM OF LEASE.

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At the request of either party, the other will execute a memorandum of lease in recordable form setting forth such provisions of this Lease as Landlord deems desirable and as may be required by law in order to permit the recording of the form in the appropriate public office. The party recording the memorandum of Lease shall pay for the cost of recordation.

L. NO WAIVERS: AMENDMENTS.

Failure of Landlord to insist upon strict compliance by Tenant of any condition or provision of this Lease shall not be deemed a waiver by Landlord of that condition. No waiver shall be effective against Landlord unless in writing and signed by Landlord. Similarly, this Lease cannot be amended except by a writing signed by Landlord and Tenant.

M. SUCCESSORS AND ASSIGNS.

The conditions, covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

N. GOVERNING LAW.

This Lease shall be governed by the law of the State where the Building is located.

O. EXHIBITS.

All exhibits attached to this Lease are a part hereof and are incorporated herein by reference and all provisions of such exhibits shall constitute agreements, promises and covenants of this Lease.

P. CAPTIONS.

The captions and headings used in this Lease are for convenience only and in no way define or limit the scope, interpretation or content of this Lease.

Q. COUNTERPARTS.

This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have duly executed this Lease with the Exhibits attached hereto, this 18th day of June, 2026

Attest or Witness:

LANDLORD: REDWOOD HENDEE ASSOCIATESTENANT: PACIFIC COAST ACADEMY 501(c)(3)
EIN: 82-1707686

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BY: Elizabeth Drakulich
Mrs. Elizabeth Drakulich
Title: Managing Member of SSEB Equities as Managing Member
Date: 6/27/26

BY: Serena Michell Barnett
Title: Director of Accounting
Date: 6/18/26

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EXHIBIT B

Landlord's Work

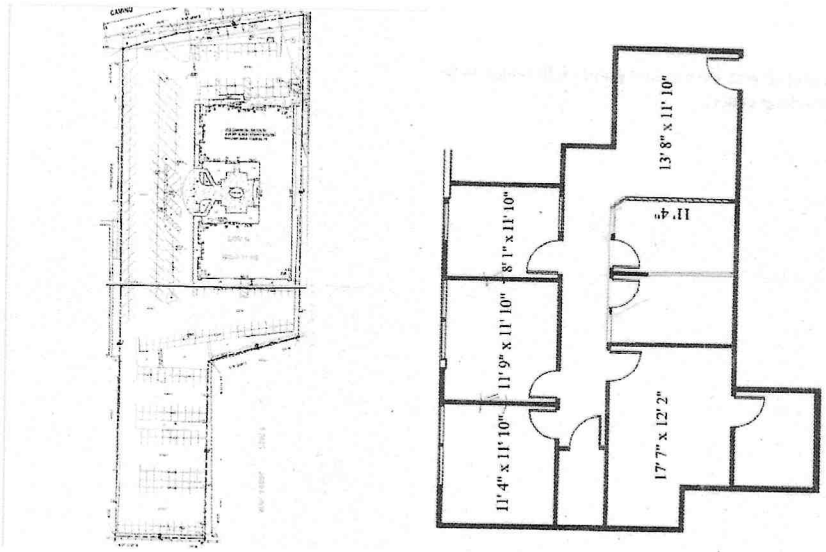
Add walls to create 2 additional private rooms per plan, clean and stretch carpet, and paint walls (color to be mutually acceptable). All equipment, lights, etc. to be a good working order.

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EXHIBIT A

Plan Showing Property and Premises



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EXHIBIT D

Building's Rules and Regulations

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises demised to any tenant or occupant.

2. No awnings or other projection shall be attached to the outside walls or windows of the Building without the prior consent of Landlord. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the premises demised to any tenant or occupant, without the prior consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in a manner, approved by Landlord.

3. No sign, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises demised to any tenant or occupant of the Building without the prior consent of Landlord. Interior signs on doors and directory tables, if any, shall be of a size, color and style approved by Landlord.

4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels, or other articles be placed on any window sills.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules or other public parts of the Building.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. No tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, explosive or hazardous fluid, materials, chemical or substance in or about the premises demised to such tenant. No tenant shall allow any open flame in premises including but not limited to cigarettes, pipes, cigars, candles, lanterns, lamps with an open flame, etc. No tenant shall use any kind of space heaters that are gas or electric on the premises.

7. No tenant or occupant shall mark, paint, drill into, or in any way deface any part of the Building or the premises demised to such tenant or occupant. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of Landlord, and as Landlord may direct. No tenant or occupant shall install any resilient tile or similar floor covering in the premises demised to such tenant or occupant except in a manner approved by Landlord.

8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises demised to any tenant. No cooking shall be done or permitted in the Building by any tenant without the approval of the Landlord. No tenant shall cause or permit any unusual or objectionable odors to emanate from the premises demised to such tenant.

9. No space in the Building shall be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods or property of any kind at auction, without the prior consent of Landlord.

10. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or window.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in locks or the mechanism thereof. Each tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant.

12. All removals from the Building, or the carrying in or out of the Building or the premises demised to any tenant, of any safes, freight, furniture or bulky matter of any description must take place at such time and in such manner as

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EXHIBIT C

Tenant's Work

Phone and data lines, signage, etc.

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Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the Rules and Regulations or the provisions of such tenant's lease.

13. No tenant shall use or occupy, or permit any portion of the premises demised to such tenant to be used or occupied, as an office for a public stenographer or typist, or to a barber or manicure shop, or as an employment bureau. No tenant or occupant shall engage or pay any employees in the Building, except those actually working for such tenant or occupant in the Building, nor advertise for laborers giving an address at the Building.

14. No tenant or occupant shall purchase lighting maintenance, cleaning towels or other like service, from any company or person not approved by Landlord. Non vending machines of any description shall be installed, maintained or operated upon the premises demised to any tenant without the prior consent of Landlord.

15. Landlord shall have the right to prohibit any advertising by any tenant or occupant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Landlord, such tenant or occupant shall refrain from or discontinue such advertising.

16. Landlord reserves the right to exclude from the Building, between the hours of 6:00 P.M. and 8:00 A.M. on business days and at all hours on Saturdays, Sundays and holidays, all persons who do not present a pass to the Building signed by Landlord. Landlord will furnish passes to persons for whom any tenant requests such passes. Each tenant shall be responsible favor all persons for whom it requests such passes and shall be liable to Landlord for all acts of such persons.

17. Each tenant, before closing and leaving the premises demised to such tenant at any time, shall see that all entrance doors are locked and all windows closed. Corridor doors, when not in use, shall be kept closed.

18. Each tenant shall, at its expense, provide artificial light in the premises demised to such tenant for Landlord's agents, contractors and employees while performing janitorial or other cleaning services and making repairs or alterations in said premises.

19. No premises shall be used, or permitted to be used for lodging or sleeping, or for any immoral or illegal purposes.

20. The requirements of tenants will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, and work outside of their regular duties, unless under specific instructions from the office of Landlord.

21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant and occupant shall cooperate in seeking their prevention.

22. There shall not be used in the Building, either by any tenant or occupant or by their agents or contractors, in the delivery or receipt of merchandise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Landlord may require.

23. No premises shall be used, or permitted to be used, at any time, without the prior approval of Landlord, as a store for the sale or display of goods, wares or merchandise of any kind, or as a restaurant, shop, booth, bootblack or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such tenant, or for manufacturing or for other similar purposes.

24. No tenant shall clean any window in the Building from the outside.

25. No tenant shall move, or permit to be moved, into or out of the Building or the premises demised to such tenant, any heavy or bulky matter, without the specific approval of Landlord. If any such matter requires special handling, only a qualified person shall be employed to perform such special handling. No tenant shall place, or permit to be placed, on any part of the floor or floors of the premises demised to such tenant, a load exceeding the floor load per

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square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of safes and other heavy matter, which must be placed so as to distribute the weight.

26. Landlord shall provide and maintain an alphabetical directory board in the first floor (main lobby) of the Building and no other directory shall be permitted without the prior consent of Landlord. Each tenant shall be allowed one line on such board unless otherwise agreed to in writing.

27. With respect to work being performed by a tenant in its premises with the approval of Landlord, the tenant shall refer all contractors, contractors' representatives and installation technicians to Landlord for its supervision, approval and control prior to the performance of any work or services. This provision shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments, and installations of every nature affecting floors, walls, woodwork, ceilings, equipment and any other physical portion of the Building.

28. Landlord shall not be responsible for lost or stolen personal property, equipment, money, or jewelry from the premises of tenants or public rooms whether or not such loss occurs when the Building or the premises are locked against entry.

29. Landlord shall not permit entrance to the premises of tenants by use of pass keys controlled by Landlord, to any person at any time without written permission from such tenant, except employees, contractors, or service personnel directly supervised by Landlord and employees of the United States Postal Service.

30. Each tenant and all of tenant's employees and invitees shall observe and comply with the driving and parking signs and markers on the Land surrounding the Building, and Landlord shall not be responsible for any damage to any vehicle towed because of noncompliance with parking regulations.

31. Without Landlord's prior approval, no tenant shall install any radio or television antenna, loudspeaker, music system or other device on the roof or exterior walls of the Building or on common walls with adjacent tenants.

32. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entry ways and elevators provided for such purposes and at such times as Landlord shall designate.

33. No tenant shall employ any persons other than the janitor or Landlord for the purpose of cleaning its premises without the prior consent of Landlord. No tenant shall cause any unnecessary labor by reason of its carelessness or indifference in the preservation of good order and cleanliness. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include beating of carpets or rugs or moving of furniture or other special services. Janitor service shall be furnished Mondays through Fridays, legal holidays excepted; janitor service will not be furnished to area which are occupied after 9:30 P.M. Window cleaning shall be done only by Landlord, and only between 6:00 A.M. and 5:00 P.M.

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EXHIBIT E

Commencement Date Confirmation

DECLARATION BY LANDLORD AND TENANT AS TO DATE OF DELIVERY AND ACCEPTANCE OF POSSESSION OF PREMISES

Attached to and made a part of the Lease dated the <date> entered into and by REDWOOD HENDEE ASSOCIATES as LANDLORD, and PACIFIC COAST ACADEMY 501(c)(3)

LANDLORD AND TENANT do hereby declare that possession of the Premises was accepted by TENANT on the ___ day of _____. The Premises required to be constructed and finished by LANDLORD in accordance with the provisions of the Lease have been satisfactorily completed by LANDLORD and accepted by TENANT, the Lease is now in full force and effect, and as of the date hereof, LANDLORD has fulfilled all of its obligations under the Lease. The Lease Commencement Date is hereby established as _____. The Term of this Lease shall terminate on ____.

LANDLORD: REDWOOD HENDEE ASSOCIATESTENANT: PACIFIC COAST ACADEMY 501(c)(3)
EIN: 82-1707686

BY: Elizabeth Drakulich
Mrs. Elizabeth Drakulich
Title: Managing Member of SSEB Equities as Managing Member
Date: 6/27/2026

BY: Serena Mitchell Barnett
Title: Director of Accounting
Date: 6/22/26

Coversheet

Lease Agreement- 500 W. Vista Way

Section: II. Finance
Item: F. Lease Agreement- 500 W. Vista Way
Purpose: Vote
Submitted by:
Related Material:
PCA - 550 W VIsta Way, Suite 102-103 - MTG Lease (Fully Signed Copy).pdf

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only July 7, 2026, is made by and between 500 W Vista Way, LLC ("**Lessor**") and Pacific Coast Academy 501(c)(3) tax ID # 82-1707686 ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 550 W Vista Way, Suite 102/103, Vista CA, 92083 ("**Premises**"). The Premises are located in the County of San Diego, and consist of approximately 1,440 rentable square feet and approximately N/A useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately 1,440 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** 4.00/1,000 unreserved ~~and _____ reserved~~ vehicle parking spaces at a monthly cost of n/a per unreserved space ~~and _____ per reserved space~~. (See Paragraph 2.6)

1.3 **Term:** Three (3) years and Zero (0) months ("**Original Term**") commencing August 1, 2026 ("**Commencement Date**") and ending July 31, 2029 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing Upon receipt of a fully executed Lease, Lessors receipt of proper insurance, funds per Paragraph 1.7(e), completion of required tenant improvements, and Lessee setting up their Lessee Portal. ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $2,592 per month ("**Base Rent**"), payable on the first day of each month commencing August 1, 2026. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 55.

1.6 **Lessee's Share of Operating Expense Increase**. two point four six percent (2.46 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $2,592 for the period August 1-31, 2026.

(b) **Security Deposit:** $2,750 ("**Security Deposit**"). (See also Paragraph 5)

~~(c) **Parking:** _____ for the period _____.~~

(d) **Other:** $720 for estimated Utilities for month of August 2026.

(e) **Total Due Upon Execution of this Lease:** $6,062.

1.8 **Agreed Use**: Testing and student services offices for special education department. (See also Paragraph 6)

1.9 **Base Year; Insuring Party**. The Base Year is 2026. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation**: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Lee & Associates Commercial Real Estate and Services Inc. - NSDC License No. 01096996 Is the broker of (check one): ☐ the Lessor; or ☑ both the Lessee and Lessor (dual agent).

Lessor's Agent Jeff Abramson/Christian Thompson/Trent France License No. 00956805/02105771/00984842 is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☑ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Lee & Associates Commercial Real Estate and Services Inc. - NSD License No. 01096996 Is the broker of (check one): ☐ the Lessee; or ☑ both the Lessee and Lessor (dual agent).

Lessee's Agent Jeff Abramson/Christian Thompson/Trent France License No. 00956805/02105771/00984842 is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☑ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

~~1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)~~

1.12 **Business Hours for the Building**: 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 8:00 a.m. to 5:00 p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day,

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Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____ .

1.13 **Lessor Supplied Services**. Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

☐ Electricity

☐ Other (specify): _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 54 ;

☐ a plot plan depicting the Premises;

☑ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ a janitorial schedule;

☑ other (specify): Rental Adjustments - Paragraph 55, and Agency Disclosure .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or

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warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the

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"**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "**Operating Expenses**":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit

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to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then

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monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations

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shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums**. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

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8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage

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due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor**. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or

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pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee**. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service**. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee**. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions**. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall

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not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to

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which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said

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monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

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(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a

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Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by

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anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

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49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE 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 LEASE.
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 AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: 7/16/2026

By LESSOR:
500 W Vista Way, LLC

By: _____
Name Printed: ~~Travis~~ King
Title: ~~Authorized~~ Signer
Phone: _____
Fax: _____
Email: _____

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

Address: _____
Federal ID No.: _____

Executed at: _____
On: 2026-Jul-07 | 14:15 PDT

By LESSEE:
Pacific Coast Academy 501(c)(3) tax ID # 82-1707686

Signed by:
By: Serena Barnett
F61180180CE504E8...
Name Printed: Serena Barnett
Title: Director of Accounting
Phone: (619)215-0704
Fax: _____
Email: serena.barnett@pacificcoastacademy.org

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

Address: _____
Federal ID No.: _____

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BROKER

Lee & Associates Commercial Real Estate and Services Inc. - NSDC

Attn: Jeff Abramson/Christian Thompson/Trent France
Title:

Address:
Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #:
Agent DRE License #: 00956805/02105771/00984842

BROKER

Lee & Associates Commercial Real Estate and Services Inc. - NSD

Attn: Jeff Abramson/Christian Thompson/Trent France
Title:

Address:
Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #: 01096996
Agent DRE License #: 00956805/02105771/00984842

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RULES AND REGULATIONS FOR

STANDARD OFFICE LEASE

Date: June 30, 2026

By and Between

Lessor: 500 W Vista Way, LLC

Lessee: Pacific Coast Academy 501(c)(3) tax ID # 82-1707686

Property Address: 550 W Vista Way, Suite 102/103, Vista CA,92083
(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of _____ P.M. and _____ A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

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11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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ADDENDUM TO LEASE

Date: July 7, 2026
By and Between
Lessor: 500 W Vista Way, LLC
Lessee: Pacific Coast Academy 501(c)(3) tax ID # 82-1707686
Property Address: 550 W Vista Way, Suite 102/103, Vista CA, 92083
(street address, city, state, zip)

Paragraph: 50-54

50. Option to Terminate: Landlord shall have an on-going option to terminate the Lease after the twenty-forth (24th) month of the Lease Term by providing Tenant with at least six (6) month's prior written notice.

51. Insurance: Lessee shall be responsible for obtaining and maintaining insurance coverage on the Premises in an amount not less than $1,000,000 during the term of the Lease and adding the Lessor and Investors Property Management Group to said policy as additionally insured. Proof of insurance will be required.

52.Monthly Payments & Notifications: Lessee will set up their Lessee Portal provided by Lessor. The portal will be utilized for payments of all rents and bills via ACH. In addition, Lessee will use this portal for all communications regarding any items related to the Property.

53. Landlord improvements: Landlord, at its sole cost and expenses shall performing the following improvements:

- install blinds on all windows within the Premises that do not currently have blinds;
- construct a demising wall in the existing open reception area to create two (2) separate offices.

54. Early Access: Upon mutual execution of this Lease and Tenant providing Security Deposit, 1st Month's Rent and evidence of insurance, Tenant shall have the access to the Premises for the purpose of storing Tenant's furniture, fixtures and equipment prior to the Commencement Date. . Tenant agrees that Tenant has sole knowledge of the items to be stored in the Premises and agrees that Landlord has no responsibility for such items. Accordingly, Tenant agrees that Landlord shall not be responsible for insuring, keeping any records or protecting the property stored in the Premises. In addition, Tenant agrees that it shall be solely responsible for and shall relieve and hereby holds the Landlord, Landlord's employees and third- party vendors harmless from all liability by reason of any damage or loss to person or property from any cause whatsoever. Furthermore, use of the Premises prior to the Commencement Date shall not interfere with the Landlord's ability to construct the Landlord Improvements described herein.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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RENT ADJUSTMENT(S)

(ORIGINAL TERM)
STANDARD LEASE ADDENDUM

Dated: July 7, 2026

By and Between

Lessor: 500 W Vista Way, LLC

Lessee: Pacific Coast Academy 501(c)(3) tax ID # 82-1707686

Property Address: 550 W Vista Way, Suite 102/103, Vista CA,92083
(street address, city, state, zip)

Paragraph: 55

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☐ ~~I. **Consumer Price Index.**~~

~~a. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("**CPI Increase Date(s)**") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.~~

~~b. The term "**CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (*select one*): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (*fill in Urban Area*): _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "**Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.~~

~~c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.~~

☐ ~~II. **Fixed Percentage.** The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("Percentage Increase Date(s)") by _____ percent (_____%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.~~

☑ **III. Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
August 1, 2026 - July 31, 2027	$2,592.00
August 1, 2027 - July 31, 2028	$2,670.00
August 1, 2028 - July 31, 2029	$2,750.00

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

550 W VIsta Way, Suite 102/103, Vista CA, 92083

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☐ Lessor ☑ Lessee Signed by: Serena Barnett F61180184CE504E8... Date: 2026-Jul-07 | 14:15 PDT

Serena Barnett

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Lee & Associates Commercial Real Estate and Services Inc. DRE Lic. #: 01096996

Real Estate Broker (Firm)

By: Jeff Abramson/Christian Thompson/Trent France DRE Lic. #: 00956805/02105771/00984842 Date: _____

(Salesperson or Broker-Associate)

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TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. **(a)** A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Coversheet

Amended and Restated Agreement Between the Dehesa School District And Pacific Coast Academy Regarding Socal Scholars Academy

Section: II. Finance
Item: G. Amended and Restated Agreement Between the Dehesa School District And Pacific Coast Academy Regarding Socal Scholars Academy
Purpose: Vote
Submitted by:
Related Material:
Amended and Restated Agreement (Partnership) - Dehesa_PCA (CLEAN 9-9-26).pdf

AMENDED AND RESTATED AGREEMENT BETWEEN THE DEHESA SCHOOL DISTRICT AND PACIFIC COAST ACADEMY

This Amended and Restated Agreement ("Amended and Restated Agreement") is entered into by and between the Dehesa School District ("District") and Pacific Coast Academy ("Charter School"), a public charter school operated by Pacific Coast Academy, a California nonprofit public benefit corporation. The term "Charter School" as used in this Amended and Restated Agreement shall refer to both Pacific Coast Academy and the Charter School itself. The District and the Charter School are individually referred to as the "Party" and are collectively referred to as the "Parties."

RECITALS

A. The District is a school district existing under the laws of the State of California.

B. The District is the charter authorizer of the Charter School.

C. Pacific Coast Academy is a California nonprofit public benefit corporation that operates the Charter School, a public charter school operating under the chartering authority and oversight of the District. Pacific Coast Academy shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein, and whenever this Amended and Restated Agreement obligates the Charter School to a particular course of action or prohibits or limits the Charter School from a particular course of action, Pacific Coast Academy shall also be required to fulfill such obligation and be subject to such prohibition or limitation.

D. The Charter School offers a non-classroom based independent study program ("Charter School Program") that it has been operating for several years. The Charter School Program is well developed and is popular among students and parents/guardians. The popularity of the Charter School Program has historically resulted in the Charter School reaching its desired student enrollment capacity for the grade levels it serves, and running a lengthy waitlist of students ("Waitlisted Students").

E. To accommodate and support families of prospective and current District students, Waitlisted Students, and other families of grade-level eligible students, the District desired to provide an educational option that was similar to the Charter School Program, and the Charter School desired to assist the District with providing a high quality independent study program for District students.

F. To that end, the District established an independent study program ("District IS Program") for students in transitional kindergarten ("TK") through eighth grade that would mirror, utilize, and implement certain aspects of the Charter School Program, including certain Charter School staff to the extent available, services, and other components in furtherance of the District IS Program.

G. On or about March 15, 2023, the Parties entered into an Agreement to describe the respective rights and obligations of the Parties in connection with the implementation of the District IS Program.

H. On or about October 8, 2025, the Parties entered into a First Amendment to the Agreement to address the processing of vendor invoices by the Charter School for the District IS Program and the corresponding payment structure for the provision of such administrative services.

I. The Parties now desire to enter into an Amended and Restated Agreement that would replace in its entirety the Agreement, as amended by the First Agreement, to update certain components of the fee structure for the provision of student support and administrative services for the District IS Program. Upon execution and approval of the Amended and Restated Agreement by the Parties' respective governing boards, the Agreement will terminate, except for those provisions surviving termination. If any provision of this Amended and Restated Agreement is found to be inconsistent with the Charter School's charter, the terms of the charter shall control, and the Parties shall work together in good faith to revise the charter or this Amended and Restated Agreement to reach consistency.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth in this Amended and Restated Agreement, the Parties agree as follows:

AGREEMENT

I. TERM AND MODIFICATION

A. Term. The term of this Amended and Restated Agreement shall be effective retroactively as of July 1, 2026, and shall end on June 30, 2029, unless earlier terminated pursuant to this Amended and Restated Agreement. This Amended and Restated Agreement shall automatically renew at the end of the initial term for an additional one (1) year term (each a "Renewal Term"), on the same terms and conditions herein, for up to two (2) consecutive successive renewal terms. This Amended and Restated Agreement is subject to termination during the term or any extension term as set forth in this Amended and Restated Agreement.

B. Termination.

1. For Convenience. Either Party may terminate this Amended and Restated Agreement without cause upon at least thirty (30) calendar days' notice to the other Party. Termination pursuant to this Section

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shall take effect at the end of the then-current fiscal year (i.e., June 30th).

2. For Cause. Either Party may terminate this Amended and Restated Agreement for cause (e.g., breach of a material term of the Amended and Restated Agreement) any time after providing the defaulting party with written notice and thirty (30) calendar days for an opportunity to cure; provided, however, that if the nature of the default or failure is such that it cannot be reasonably cured within the 30-day period, the Party shall not be deemed to be in default if the party commences such cure within the 30-day period and thereafter diligently prosecutes the same to completion. To avoid student displacement and/or disruption to the educational program, supports, and services provided to students enrolled in the District IS Program, termination pursuant to this Section shall take effect on June 30th of the then-current fiscal year; provided, however, that this Amended and Restated Agreement shall immediately terminate upon the filing of criminal charges alleging that District or Charter School employees or members of the Board of Directors committed a crime related to the Charter School or District IS Program that has a direct and material impact on any of the Parties' respective rights or obligations under this Amended and Restated Agreement, or the closure of the Charter School or District IS Program occurring prior to the end of the then-current fiscal year.

C. Modification. This Amended and Restated Agreement may be modified in writing at any time during the term of this Amended and Restated Agreement by mutual agreement. Any modification of this Amended and Restated Agreement shall be in writing, executed by the duly authorized representatives of the Parties, ratified by the Parties' respective governing boards, and specifically indicate the intent of the Parties to modify this Amended and Restated Agreement.

II. DESIGNATED REPRESENTATIVE

A. District Representative. The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the District's Governing Board is legally required.

B. Charter School Representative. The Charter School's designated representative shall be its Executive Director or designee, who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School's Board of Directors is required.

III. EDUCATIONAL PROGRAM AND CURRICULUM

A. The District desires for the District IS Program to closely resemble the Charter School Program. Accordingly, for the term of this Amended and Restated Agreement, the District may utilize the Charter School's instructional model and independent study curriculum for the District IS Program, as more fully described below.

B. By this Amended and Restated Agreement, the Charter School shall:

1. Work cooperatively with the District toward the District's establishment and implementation of the District IS Program.

2. Authorize the District to hire Charter School teachers on a part-time basis to teach students enrolled in the District IS Program, to the extent such Charter School teachers are available, as further set forth in the Personnel section herein.

3. Assist the District with locating, procuring, and utilizing a software program(s) (which may include an online school payment system and vendor platform for enrichment services, a curriculum ordering system or other curriculum supports, and/or supports for field trips, events, and/or student library resources) necessary to implement the District IS Program. The District shall be responsible for the costs associated with the procurement and use of such software program(s) necessary for the District IS Program. The District recognizes that the Charter School is not hereby licensing or otherwise providing to the District the software system or any portion thereof that the Charter School licenses pursuant to that certain Settlement Agreement and Mutual Release between Charter School and Provenance dated June 25, 2021.

4. Authorize students enrolled in the District IS Program to participate in vendor-provided enrichment opportunities, access curriculum, and participate in field trips pursuant to contracts entered into between the Charter School and such vendors. Upon request by the District, the Charter School hereby agrees to provide the District copies of its contracts with third party vendors for the District's review for compliance with all applicable laws, the relevant provisions of the Operations Memorandum of Understanding dated December 11, 2020 and amendment thereto dated August 28, 2021 between the District and the Charter School, attached hereto as **Exhibit A**, and the provisions of Section IV herein.

5. Train the District Superintendent and Chief Business Officer as may be necessary for the District to successfully implement the District IS Program.

6. Provide other services to the District, as set forth herein.

IV. VENDOR CONTRACTS

A. The Charter School shall maintain policies and procedures to use in evaluating contracts with vendors that will provide educational enrichment services to promote educational value, student safety, and fiscal reasonableness and shall only approve contracts which comply with the policies and procedures. Upon request from the District, the Charter School will provide the District with a copy of the proposed policies and procedures, and the District is invited to provide feedback and recommended revisions, if any, to the Charter School. The policies and procedures shall, at a minimum, do all of the following:

1. Help achieve a reasonable market value for the service provided.

2. Require all vendors to warrant that they will maintain adequate levels of insurance and possess business licenses or other certifications when required.

3. Ensure all vendor personnel who interact with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, have not been convicted of a serious or violent felony as required in Education Code section 45125.1.

4. Require all vendors to have policies and procedures related to emergency response and accident reporting that are reasonable for the instruction or activity, and require all vendors to comply with all applicable state and county public health orders related to COVID-19.

5. Require all vendors to warrant that the vendor has the qualifications and skills for the activities or instruction to be provided in a competent and professional manner.

B. The Charter School and the District shall each comply with all applicable conflict of interest laws, including, but not limited to, the Political Reform Act and Government Code section 1090 *et seq.*

C. The District and any students enrolled in the District IS Program shall abide by and be subject to all applicable Charter School policies and procedures, including, but not limited, to the Educational Vendor Policies and Procedures.

D. The Charter School shall provide the District, upon request, with a copy of its contract with any vendors that will provide educational or instructional services, enrichment activities, or tutoring to students enrolled in the District IS Program. The contract shall specify the services that will be provided and the associated costs and the term of the contract. Should the

Charter School and a vendor revise or enter into a new contract, the Charter School shall provide the revised or new contract to the District upon request.

E. The District shall be authorized to contract directly with the Charter School's approved vendors for the provision of vendor-provided educational enrichment services to students enrolled in the District IS Program.

V. PERSONNEL

A. The District shall be responsible for recruiting, hiring, compensating, and supervising all teachers and staff for the District IS Program. To the extent the Charter School has part-time teachers who are available and desire to also work part-time for the District, the District intends to hire such Charter School teachers to teach students enrolled in the District IS Program ("Dual Teachers"). The District expects that such Dual Teachers will also continue to be employed by the Charter School and teach students enrolled in the Charter School Program. Accordingly, the Parties agree that such "dual" employment is not, and shall not be considered by either Party as, an "incompatible" activity that would affect their dual employment with the District and Charter School. The Parties further agree and acknowledge that, while performing services for the District or Charter School, the Dual Teachers will be expected to devote their full time and attention to only one employer at a time, and will be subject to the all applicable policies and procedures of the particular employer for whom they are performing services at that time.

B. To be employed by the District, the Dual Teachers will need to comply with the District's hiring process, which shall include following all pre-employment requirements required by District policy and law. The Parties acknowledge that if any teacher fails to comply with these requirements, the District will not be able to hire that teacher to perform services under this Agreement.

C. To the extent there are not part-time Charter School teachers available to serve as Dual Teachers for the District's IS Program, the District shall be solely responsible for adequately staffing the District IS Program with other District teachers.

VI. STUDENTS

A. The District will enroll students in the District IS Program on a first-come, first-served basis. No test or assessment shall be administered to any student prior to, or as a condition of, enrollment into the District IS Program. Enrollment and participation in the District IS Program, however, is limited to students in grades TK through 8 who meet the residency requirements under Education Code sections 48200 and 48204, including students for

whom an inter-district transfer request has been processed and approved by the student's district of residence and the District, consistent with the requirements of Education Code sections 46600 *et seq*.

B. Once the Charter School has reached its desired student enrollment capacity, the Charter School will begin referring Waitlisted Students to the District. In the event that a Waitlisted Student resides out-of-District but would like to participate in the District IS Program, the Charter School shall refer such Waitlisted Student to the District for assistance with the inter-district transfer process, and Charter School shall assist with facilitating a smooth hand-off to the District. Such assistance provided by the District, if requested by the Waitlisted Student's parent or guardian, shall include, but not be limited to, locating the applicable inter-district transfer request forms, consulting with the parent(s)/guardian(s) of the Waitlisted Student to answer any questions or provide clarification regarding the process and completing/submitting the required forms, and facilitating communication between the parent(s)/guardian(s) and the district of residence as needed or as requested.

C. Parents/guardians of students enrolled in the District IS Program who desire to enroll their students in the Charter School for the following school year shall follow the same application/registration procedures applicable to all other students interested in enrolling in the Charter School. In the case of a random public drawing, the Charter School shall give an admission preference to students residing in the District in accordance with the charter. The Parties understand and agree that there is no guarantee that the Charter School will have space for, or be able to accommodate, every student enrolled in the District IS Program or then-current eighth grade students enrolled in the District IS Program who wish to enroll in the Charter School for the following school year.

VII. FACILITIES

A. The Parties expressly acknowledge and agree that students enrolled in the IS Program may be required to participate in state testing in person. Should the District not have sufficient facilities space to administer state testing for students enrolled in the IS Program, the Charter School will use its best efforts to accommodate IS Program students at its facilities location(s) for such purpose. The Parties agree to mutually develop and negotiate a separate written agreement detailing the arrangement for use of Charter School facilities for state testing upon District request.

VIII. ADMINISTRATIVE SERVICES & INSTRUCTIONAL MATERIALS

A. The District intends to purchase certain administrative services from the Charter School for purposes of administering the District IS Program ("Administrative Services"), including, but not limited to, the following:

1. Enrollment Services. The Charter School shall provide the District access to one Charter School staff member in enrollment to help connect families to the District and hand-off for enrollment in the District IS Program.

2. Special Education Services. The Charter School agrees to provide special education services to the District as more fully described in Section IX below.

3. Processing of Vendor Invoices. The District shall process its own invoices for its contracted vendors for the District IS Program; provided, however, at the request of the District, the Charter School agrees to process vendor invoices for the District IS Program, which shall include the receipt, logging, and submission of invoices to the District for its final review and approval.

B. **Administrative Services Fees.** The District agrees to pay the Charter School for the Administrative Services rendered under this Agreement, with the exception of the processing of vendor invoices, based on the per student rates set forth in the Schedule of Fees/Costs for Administrative Services attached as **Exhibit B** and incorporated herein by reference. Any vendor invoices shall be processed by the Charter School at a rate of five dollars and no cents ($5.00) per invoice.

1. Invoicing and Payment. Payment for the Administrative Services shall be made for all undisputed amounts within thirty (30) calendar days after the Charter School submits a detailed invoice to the District, which clearly indicates the total fee based on the per student rates that align with the Schedule of Fees/Costs, and a written description or detail of the Administrative Services performed.

2. Expenses. Travel-related expenses, if any, shall be appropriately itemized in the invoice described in subsection B.1. above. Upon request by the District, the Charter School shall make all receipts or other documentation justifying such travel expenses available for review prior to issuance of payment by the District. The District shall not be responsible for any costs or expenses paid or incurred by the Charter School in performing the Administrative Services for the District (including all expenses, supplies, travel, meals, etc.) that exceed the not-to-exceed value for travel expenses set forth in the Schedule of Fees/Costs.

3. Materials. The Charter School shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to perform and complete the Administrative Services to be provided under this Agreement, except as otherwise specified herein.

C. **Standard of Care.** The Administrative Services shall be performed by the Charter School with due care and in the same manner in which the Charter School provides those services for its own students and as would be expected of administrative staff employed by Charter School performing the same or similar duties for the Charter School Program.

1. The Charter School represents that it has the ability to perform the Administrative Services in a professional manner, without the advice, control, or supervision of the District. At the District's request, the Charter School agrees to remove from the performance of the Administrative Services any personnel, including independent contractors, reasonably deemed by the District to be abusive, disorderly, incompetent, careless, or unqualified to perform the Administrative Services assigned to that person.

2. The Charter School shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Administrative Services, and the Charter School understands that the District relies upon such professional quality, accuracy, completeness, and coordination by the Charter School in performing the Administrative Services.

3. The Charter School shall ensure that any person performing Administrative Services under this Amended and Restated Agreement requiring a license or certification shall possess the appropriate license or certification to perform the service required or requested. All such personnel, including independent contractors, shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of Administrative Services. All such personnel, including any and all independent contractors, shall have sufficient skill and experience to perform the Administrative Services assigned to them.

4. The Charter School assumes the full and complete responsibility for the acts and/or omissions of the Charter School's officers, employees, contractors, subcontractors, vendors, agents, or representatives.

D. The Parties hereby acknowledge and agree that no agent or employee of the Charter School who is performing Administrative Services on behalf of the Charter School for the District shall be deemed to be the employee, agent, or servant of the District, except as expressly acknowledged in writing by the District. For clarity and the avoidance of doubt, the Charter School will be solely and entirely responsible for the acts of Charter School agents, employees, and subcontractors performing the Administrative Services during the entire term of this Amended and Restated Agreement, including any extensions.

E. **Instructional Materials.** The Charter School agrees to supply to District IS Program students all instructional materials, supplies, and related technology (including connectivity and devices) that is provided to Charter School Program students in order to access and participate in the educational program and complete assigned work. Such instructional materials, supplies, and related technology provided to District IS Program students shall be commensurate with the instructional materials, supplies, and related technology that is provided to Charter School Program students in the corresponding grade level/program(s), to the extent possible. The District agrees to pay the actual costs of such instructional materials, supplies, and related technology on a per student basis. Prior to purchasing such instructional materials, supplies, and related technology for the District IS Program, the Charter School shall provide the District with an invoice and/or estimate that includes a detailed itemization of all costs. The District shall review all line items to confirm the expenses are reasonable. The District shall pay the Charter School for all approved expenses within thirty (30) calendar days of receipt of appropriate documentation or sooner if the District requires the items sooner. Once the District has remitted payment to the Charter School for instructional materials, supplies, and related technology for District students, the Charter School will purchase such items for the District students.

IX. SPECIAL EDUCATION

A. The Parties expressly acknowledge and agree that the students who enroll in the District IS Program may include students who are, or may be, eligible for special education and related services under the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), its implementing regulations, and related California law.

B. **Designation as a District Student.** The Parties understand and agree that students enrolled in the District IS Program shall constitute students of the District for purposes of the provision of special education and related services. Should any student disenroll from the District and enroll in the Charter School Program, the student will no longer be considered a "District student" and shall, upon such enrollment, be deemed a student of the Charter School for purposes of the provision of special education and related services; provided, however, that the District shall remain legally responsible for its obligations under the IDEA and related California special education law and regulations for the time period in which the student was enrolled in the District IS Program. Upon the student's enrollment in the Charter School Program, the Charter School shall be become responsible for the ensuring compliance with all applicable special education laws and regulations in connection with that student in the same manner as any other student who enrolls into the Charter School Program.

C. **Charter School Assistance with Special Education for Students Enrolled in District IS Program.** In exchange for the District's payment of fees/costs based on the per special education student rate set forth in the Schedule of Fees/Costs for Administrative Services, the Charter School agrees to assist the District with the administration of special education for students enrolled in the District IS Program as follows:

1. Charter School agrees that students in the District IS Program may join Charter School's specialized academic instruction ("SAI") classes when provided in the student's Individualized Education Program ("IEP").

2. Charter School will adhere to all legal requirements regarding the Charter School's provision of any special education and related services to students enrolled in the District IS Program.

3. To the extent Charter School provides special education and related services for District students, such services are provided by qualified personnel who meet state certification, licensing, registration, and other applicable requirements. If necessary, due to limited availability of certain types of special education staff, the Charter School may assist the District with locating qualified outside persons or agencies for the District to contract with for the provision of special education and/or related services to students enrolled in the District IS Program.

4. The District may request that Charter School assist with conducting necessary special education assessments of District IS Program students including, but not limited to, initial assessments, annual assessments, triennial assessments, and transition assessments, as applicable. To the extent Charter School provides assistance with special education assessments, all such assessments shall be conducted by qualified personnel and will comply with state and federal law and regulations. The District shall not conduct any assessment without first obtaining the written consent of the parent/guardian.

5. The District may request that Charter School assist with arranging and/or scheduling IEP meetings.

6. The District may request that Charter School assist with developing IEPs that contain all components required by federal and state law including, but not limited to, the following: a statement of the student's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the student; an explanation of the extent, if any, to which a student will not

participate with non-disabled students; the dates, frequency, location, and duration of services for the student; a statement of how the student's progress toward his or her annual goals will be measured; and a statement of accommodations that are necessary to measure academic achievement and performance on state and District testing.

7. To the extent Charter School provides services to District students that are included in an IEP, the Charter School will not implement any IEP, or any portion thereof, for which a parent/guardian has not provided written consent.

8. The District may request that Charter School assist with providing parents/guardians of District students with prior written notice when necessary in accordance with the requirements of 34 C.F.R. section 300.503.

D. **Transportation.** The District shall be responsible for providing transportation, at its own expense, to any student enrolled in the District IS Program if required by the student's IEP.

E. **Independent Study.** The Parties acknowledge, understand, and agree that a student with a disability may participate in independent study if the student's IEP specifically provides for that participation.

F. **Parent/Guardian Concerns.** Should a parent/guardian complain to Charter School, in writing, that the Charter School and/or the District is violating the requirements of state or federal special education laws or regulations in the District IS Program, or if the Charter School receives a complaint filed with the East County Special Education Local Plan Area ("SELPA"), the California Department of Education ("CDE"), the Office of Administrative Hearings ("OAH"), the Office of Civil Rights ("OCR"), or any state or federal court regarding the District IS Program, the Charter School shall immediately notify the designated District representative of the complaint. In consultation with the Charter School as appropriate, the District shall investigate, address, and respond to all complaints.

G. **Due Process Hearings/Mediations.** In direct consultation with the Charter School, the District may file a due process complaint related to the provision of a FAPE to a District IS Program student as the District, in direct consultation with the Charter School, determines is legally necessary to meet its responsibilities under federal and state law. The Parties shall cooperate in all aspects related to the filing of the due process complaint and corresponding proceedings.

In the event a parent/guardian files for a due process hearing, the District shall, in consultation with the Charter School, defend against a due process

complaint brought by a student as related to the Student's enrollment in the District IS Program and will work to resolve the matter at an early stage if advisable. The Parties shall cooperate in all aspects of preparing for and conducting the due process hearing and mediation (as applicable), including making the staff of the Charter School available as applicable.

H. **Responsibility for Fees and Costs for Legal Representation.** In the event the District determines legal representation is needed in connection with any complaint, filing, due process hearing, mediation, or court proceeding contemplated in subsections F and G above, the District shall be represented by legal counsel of its own choosing and shall be solely responsible for the fees and costs associated with such legal representation.

1. Enrollment in District IS Program and Charter School Program. Notwithstanding the Parties' obligations as described herein, if the complaint relates in any way to the provision of special education and related services to a student who was enrolled in each of the IS Program and the Charter School Program for any periods of time during the applicable statute of limitations period, the District and the Charter School shall secure separate legal representation.

2. The District will be responsible for the fees and costs of its own legal counsel and for all prospective special education and related services, compensatory education, reimbursement and any other damages awarded by a due process hearing officer or court, including attorney's fees and costs that may be awarded that relate directly to issues alleged in the complaint that are limited to the time period that the student was enrolled in the District IS Program during the applicable statute of limitations period.

   The Charter School will be responsible for the fees and costs of its own legal counsel and for all prospective special education and related services, compensatory education, reimbursement and any other damages awarded by a due process hearing officer or court, including attorney's fees and costs that may be awarded that relate directly to issues alleged in the complaint that are limited to the time period that the student was enrolled in and attending the Charter School Program during the applicable statute of limitations period.

I. **SELPA Requirements.** To the extent Charter School provides special education and related services for District students, the District shall assist Charter School with adhering to the applicable policies and procedures of the East County SELPA and of the District.

J. **Quarterly Meetings.** The Charter School's designated representative shall meet with the District's designated representative on a quarterly basis, or more frequently as needed, to review the provision of special education and related services to District IS Program students and the Parties' respective special education-related obligations under this Agreement. Such meetings shall be held at the District office unless otherwise mutually agreed upon by the Parties.

K. **Funding and Reimbursement of Costs.** The District shall receive and retain all state and federal special education revenues generated by student attendance in the District IS Program. The District shall also be entitled to funding and services provided by the East County SELPA to the extent available. The District agrees to pay Charter School for providing special education and related services to District IS Program students at the per student rate specified in the Schedule of Fees/Costs included as **Exhibit B** to this Agreement. Prior to payment, the Charter School shall provide the District with an invoice that includes a detailed itemization of all fees and costs. The District shall pay the Charter School for all expenses within thirty (30) calendar days of receipt of the invoice.

L. **Record-Keeping.** The District and the Charter School shall keep detailed records of all services provided and costs incurred for the provision of services, and shall make such records available to the other Party's designated representative within three (3) business days of such request.

X. MARKETING

A. The Charter School shall be responsible for informing the families of the Waitlisted Students of the opportunity to enroll in the District IS Program. The Charter School shall collaborate with the District in creating marketing materials for the District IS Program as the Parties may agree from time to time, including a brochure to be distributed to interested families as well as a landing page on the District's website for the District IS Program.

XI. CONFIDENTIALITY

A. Each Party and all of the Party's respective officers, employees, contractors, subcontractors, vendors, representatives and/or agents shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all information received in the course of performing its respective obligations under this Amended and Restated Agreement, whether disclosed verbally, identified as confidential or proprietary at the time of disclosure, or that the receiving Party should have reasonably determined to be confidential based on the nature of the information and/or the circumstances of its disclosure. Confidential information shall not be used for any purpose other than carrying out the obligations under this Amended and Restated Agreement.

This requirement to maintain confidentiality shall survive the termination of this Amended and Restated Agreement.

B. Each Party and all of the Party's respective officers, employees, contractors, representatives, vendors and/or agents shall comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 ("FERPA"; 20 U.S.C. section 1232g) and the California Public Records Act (Government Code sections 6250 *et seq*.). The District hereby designates employees of the Charter School whose job duties include providing the Administrative Services to the District on behalf of the Charter School as having a legitimate educational interest under FERPA for the students enrolled in the District's IS Program. Consistent with FERPA, the Charter School shall not use the education records disclosed by the District pursuant to this Agreement for any purpose other than to provide the Administrative Services. The Charter School shall not disclose information from the education records to any third party without the prior written consent of the parent/guardian of the student, except as permitted by law. Consistent with FERPA, the Charter School shall destroy the education records disclosed by the District pursuant to this Agreement when no longer needed to provide the Administrative Services.

XII. DISTRICT INSPECTIONS/AUDITS

A. The Charter School shall establish and maintain books, records, and systems of account in accordance with generally-accepted accounting principles, reflecting all business operations of the Charter School that are transacted under this Agreement. The Charter School shall retain these books, records, and systems of account during the term of this Amended and Restated Agreement, including extension terms, and for five (5) years thereafter.

B. The Charter School shall permit the District, its agents, other representatives, or an independent auditor to audit, examine, and make copies from all books and records, including billing statements, invoices, and other data related to the Administrative Services and other Charter School obligations covered by this Amended and Restated Agreement. The District shall also have the right to seek support from Charter School officials who have working knowledge of matters or issues under audit. The Charter School shall maintain all contracts involving the expenditure of public funds for the District IS Program for a period of five (5) years following the expiration of the term of this Amended and Restated Agreement, including any extension terms.

C. The Charter School acknowledges and agrees that the foregoing provisions apply to, and may be utilized by, the District for the production of any records or documents subject to disclosure under the California Public Records Act (Government Code sections 6250 *et seq.*) unless otherwise

exempt. Such records may include, but are not limited to, records or documents in the District's constructive possession but under the Charter School's control regardless if created, sent, received, stored, or maintained in a personal account or device of the Charter School or its employees.

XIII. LEGAL COMPLIANCE/CONFLICTS OF INTEREST

A. The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of this Amended and Restated Agreement. This shall include, but not be limited to, all laws regarding background checks, fingerprinting, credentialing, and requirements under the Every Student Succeeds Act ("ESSA") and its corresponding regulations.

B. The Charter School and the District shall abide by and be subject to all applicable state, federal, or other laws regarding conflicts of interest. The Charter School and the District each affirms to the best of their knowledge that there exists no actual or potential conflict of interest in connection to the Charter School's performance of any of the Administrative Services and/or other obligations under this Amended and Restated Agreement. Through their execution and governing board approval of this Amended and Restated Agreement, the Charter School and the District each acknowledge that they are familiar with the provisions of Sections 1090 *et seq.* and Sections 87100 *et seq.* of the Government Code, and that nothing in this Amended and Restated Agreement constitutes or causes a violation of said provisions at the time of entering into this Agreement. In the event the Charter School or District receives any information subsequent to execution of this Amended and Restated Agreement which might constitute a violation of these provisions, the Charter School or District shall immediately notify the other Party of this information in writing.

XIV. INSURANCE

A. The District shall be solely responsible for obtaining and maintaining appropriate insurance coverage amounts and types for the District's IS Program.

B. During the term of this Amended and Restated Agreement, the Charter School shall maintain such insurance as is required by the Charter School's charter and the Operations Memorandum of Understanding between the Parties, attached hereto as **Exhibit A**. Upon request, the Charter School shall provide certificates of insurance coverage to the District.

C. Each Party warrants to the other that it has adequate insurance for the purposes described herein.

XV. INDEMNIFICATION

A. By Charter School. Charter School agrees, to the fullest extent permitted by the law, to defend, indemnify, and hold harmless the District and its Board members, officers, employees and agents from and against all damages, actions, lawsuits, administrative proceedings, injuries, claims, losses, liability, penalties, costs, expenses, fees (including reasonable attorneys' fees), judgments, and any other harm (economic or otherwise) of any kind whatsoever arising out of or relating to any Third Party claim (including claims made by governmental authorities):

1. alleging the breach of any of the representations, warranties, agreements or covenants made by the Charter School in this Amended and Restated Agreement;

2. alleging a failure to perform any of the obligations undertaken by the Charter School in this Amended and Restated Agreement;

3. that results from any audit or investigation conducted by the State Auditor or California Department of Education; or

4. alleging that the Charter School's Board members, as well as directors, officers, executives, employees, independent contractors or agents (including the vendors) in their capacity working for the Charter School, were negligent, engaged in intentional misconduct or committed acts with reckless disregard for the consequences to persons or property.

Definition of Third Party/Parties. All persons, entities (public and private) and non-entities (public and private), and governmental authorities of all kinds fall within the broad definition of Third Party except the Charter School and its Board Members, directors, officers or executives acting on behalf of the Charter School.

B. By District. District agrees, to the fullest extent permitted by the law, to defend, indemnify, and hold harmless the Charter School and its Board members, directors, officers, executives, employees and agents from and against all damages, actions, lawsuits, administrative proceedings, injuries, claims, losses, liability, penalties, costs, expenses, fees (including reasonable attorneys' fees), judgments and any other harm (economic or otherwise) of any kind whatsoever arising out of or relating to any Third Party claim (including claims of governmental authorities):

1. alleging the breach of any of the representations, warranties, agreements or covenants made by the District in this Amended and Restated Agreement;

2. alleging a failure to perform any of the obligations undertaken by the District in this Amended and Restated Agreement;

3. that results from any audit or investigation conducted by the State Auditor or California Department of Education; or

4. alleging that the District's Board members, as well as directors, officers, executives, employees, or agents (including the vendors) in their capacity working for the District, were negligent, engaged in intentional misconduct or committed acts with reckless disregard for the consequences to persons or property.

Definition of Third Party. All persons, entities (public and private) and non-entities (public and private) and governmental authorities of all kinds, fall within the broad definition of Third Party except the District and its Board members, employees, or agents.

C. Survival. These provisions survive termination of this Amended and Restated Agreement.

D. Indemnification Procedure. The Parties' obligation to indemnify is subject to the condition that the Party with the obligation to indemnify ("Indemnifying Party") gets prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at Indemnifying Party's expense) for the defense of such claims (with counsel reasonably satisfactory to the Party being indemnified) ("Indemnified Party"). Under no circumstances shall the Indemnified Party be required to admit liability. Any delay in notification shall not relieve the Indemnifying Party of its obligations except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; however, if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available, Indemnifying Party shall secure separate counsel for the Indemnified Party subject to the imposition of reasonable fees and expenses. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

XVI. DISPUTE RESOLUTION

A. **Meet and Confer.** In the event of a claim, dispute, or other matter in controversy between the District and the Charter School related to this Amended and Restated Agreement ("Dispute"), designated representatives of the Parties shall meet as soon as possible (but not later than ten business

(10) days after receipt of written notice of the Dispute) in a good faith effort to negotiate a resolution of the Dispute. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Dispute or defenses being asserted and with authority to resolve such Dispute, subject to approval of the Party's governing board.

B. **Mediation.** If the Dispute remains unresolved after the meet and confer, it shall be submitted for resolution to a neutral third party mediator. The costs of the mediator shall be split equally between the Parties. If the mediation does not resolve the Dispute, the Parties may pursue any other remedy available at law or in equity.

XVII. MISCELLANEOUS

A. **Taxes.** Each Party shall be solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties, charges, or penalties imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made under this Amended and Restated Agreement.

B. **Non-Assignment.** Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Amended and Restated Agreement on any third party, without the written consent of the other Party.

C. **Severability.** If any provision or part of this Amended and Restated Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Amended and Restated Agreement shall not be affected thereby and shall remain valid and fully enforceable.

D. **Waiver.** The waiver by either 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.

E. **Entire Agreement.** This Amended and Restated Agreement contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Amended and Restated Agreement. No person or Party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any Party which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Amended and Restated Agreement. The Parties

further recognize that this Amended and Restated Agreement shall only be modified in writing and by the mutual agreement of the Parties.

F. **Recitals.** The Parties agree that the recitals set forth above are true and are incorporated as essential terms of this Amended and Restated Agreement.

G. **Governing Law.** This Amended and Restated Agreement shall be interpreted under the laws of the State of California. Any litigation filed by the Parties regarding this Amended and Restated Agreement shall be filed and heard in a court of competent jurisdiction for the County of San Diego, State of California.

H. **Signatures.** The Parties acknowledge that each of the undersigned has the power and authority to enter into a binding contract on behalf of the Party so noted below.

I. **Counterparts.** This Amended and Restated Agreement may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

J. **Notification.** All notices, requests, and other communications under this Amended and Restated Agreement shall be in writing and sent electronically and by U.S. mail to the proper address as follows:

To the District at:
Bradley Johnson, Superintendent
Dehesa School District
4612 Dehesa Road
El Cajon, CA 92019
Email: bradley.johnson@dehesasd.net

To the Charter School at:
Krystin Demofonte
Pacific Coast Academy
13915 Danielson Street, #200
Poway, CA 92064
Email:
krystin.demofonte@pacificcoastacademy.org

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Amended and Restated Agreement as of the date written below.

DEHESA SCHOOL DISTRICT

By: _____

Name/Title: _____

Date: _____

PACIFIC COAST ACADEMY

By: _____

Name/Title: _____

Date: _____

Date of District Board Approval: _____

Date of Charter Board Approval: _____

Exhibit A

Operations MOU

Exhibit B

Services and Schedule of Fees/Costs

Student Support/Multi-Tiered Systems of Support (MTSS)

The Charter School will provide the following student support services to the District for the District IS Program:

- SST Advisors will convene and lead Student Study Team (SST) meetings for referred students performing below grade level and will determine appropriate next steps, which may include issuance of support licenses, placement in a Multi-Tiered System of Support (MTSS) small group intervention classes, or referral for targeted applied intervention.

- 504 Advisors will oversee compliance with Section 504 of the Rehabilitation Act by coordinating the eligibility evaluation process, facilitating 504 Plan development meetings with parents and staff, ensuring accommodations are implemented and monitored, and conducting periodic plan reviews. A school nurse will write health plans as necessary. The 504 Advisor will collaborate with the Program Coordinator and/or Director of Student Support, who will communicate with Dehesa on any significant potential or anticipated changes to a student's 504 Plan.

- The Student Support Team, in collaboration with the student's teacher, will ensure targeted interventions are implemented through asynchronous supports, office hours, small group classes, and one-on-one classes as part of the academic, speech, and social-emotional MTSS process and will monitor and document student progress during the targeted intervention period.

- Contracted Tutors, secured either through an outside tutoring vendor or through internal staff, will provide applied intervention services to students who may require it per the Student Support Team's recommendation.

- Under the direction of the Director of Student Support, the Student Support Team will oversee the overarching MTSS process, ensuring screenings and interventions are applied, monitored, and documented.

- Administer Reading Difficulties Risk Screener to identify at-risk students, coordinate appropriate interventions, and track progress through ongoing data collection.

- Complete risk and threat assessments and follow up as needed, including coordination of care, to ensure student safety.

- Under the direction of the Director of Student Support, the Student Support team will ensure requests for assessments and prior written notices are appropriately addressed.

- Dehesa will directly pay for any legal services (e.g., due process, legal consultation, legal representation during meetings, etc.) that are required, as determined by the Director of Student Support and Dehesa.

Special Education Support

The Charter School will provide the following special education support services to the District for the District IS Program:

- Education Specialist(s) to develop/write the individualized education program (IEP) document and provide case management and virtual Specialized Academic Instruction to students and parent communication and consultation. If in-person services are required, then a contract will need to be developed with a nonpublic agency (NPA) to provide services with virtual oversight provided by the Case Manager.
- Program Specialist(s) or lead teacher will provide administrative support to the IEP process and will serve as the Administrative Designee in IEP meetings. The Program Specialist will collaborate with the Director of Special Education, who will communicate with Dehesa on any significant potential or anticipated changes to the IEP (ex. nonpublic school placement) prior to the IEP meeting.
- The Director of Special Education will select staff, provide support to the IEP team in situations in which a higher level of support is needed, collaborate with East County SELPA, etc.
- Under the direction of the Director of Special Education, the Services Coordinator will develop contracts to be signed by Dehesa and third party service providers, and coordinate related services and assessments with contracted NPAs.
- Dehesa will directly pay for any legal services (ex. due process, legal consultation, legal representation during IEP meetings, etc.) that are required, as determined by the Director of Special Education and Dehesa.

Enrichment, Vendor, Compliance and Technology Support

The Charter School will provide the following enrollment, vendor, compliance and technology support services to the District for the District IS Program:

- An Enrichment Specialist processes all requests for enrichment products and services.

- An Enrichment Specialist carefully reviews orders to ensure that all purchases are approved by Homeschool Teachers ("HSTs") and that items fall within enrichment purchasing guidelines.

- An Enrichment Specialist submits purchase orders or credit card payments to vendors; uploads/attaches all receipt documentation to credit card transactions and the enrichment ordering system.

- A Vendor Specialist processes all vendor and SPED provider invoices by comparing invoices to what was approved by the HST and compares SPED invoices to what was approved in the student's Individual Service Agreement (ISA)

- A Vendor Specialist audits lists of approved vendors and ensures students are offered the correct amount of services.

- A Vendor Specialist responds to vendor payment inquiries and helps vendors learn how to create invoices.

- A Vendor Specialist helps vendors through the onboarding process, manages vendor agreements (e.g., sending for signature and ensuring agreements are executed), and maintains vendor compliance (documents and information). Manages vendor agreements (sending for signature and ensuring agreements are executed).

- An Enrollment/ Compliance Administrator will consult and/or provide support with enrollment and registration processes.

- After teacher review is completed, an Enrollment/ Compliance Administrator will review and verify independent study compliance documents and data entry (e.g., master agreement, assignment sheets, work samples, etc.)

- The Order Fulfillment Specialist will consult and/or support with loading student accounts, subscriptions, curriculum, and general order fulfillment.
- Provides ongoing technology support, including responding to support tickets, troubleshooting issues, and fulfilling technology-related orders for SCSA.
- Supports the implementation and management of curriculum and student data systems, helping ensure SCSA staff and students have access to the tools, curriculum, and data needed for program operations.
- Provides ongoing **technology support**, including responding to support tickets, troubleshooting issues, and fulfilling technology-related orders for SCSA.
- Supports the **implementation and management of curriculum and student data systems**, helping ensure SCSA staff and students have access to the tools, curriculum, and data needed for program operations.
- Provides **accounting and financial support** for SCSA, including maintaining accurate billing records and supporting ongoing financial processes.
- Manages and supports **student-related billing**, including tracking charges, processing billing information, and assisting with reconciliation and other accounting needs.

Fees

The Charter School shall invoice the District bi-annually (on a prorated basis) according to the following rate schedule:

Position	**Annual Per Student Rate**
Student Support Services	**$100**
Education Specialist Services	**$5,435**
Enrichment, Vendor, Compliance and Technology Support Services	**$150**

Coversheet

PCA_Operations and Special Education MOU

Section: II. Finance
Item: H. PCA_Operations and Special Education MOU
Purpose: Vote
Submitted by:
Related Material: PCA_ Operations and Special Education MOU 9.9.26 CLEAN.pdf

MEMORANDUM OF UNDERSTANDING

(Dehesa School District / Pacific Coast Academy)

This Memorandum of Understanding ("MOU") is entered into by and between the Dehesa School District ("District") and Pacific Coast Academy, a public charter school operated by Pacific Coast Academy, a California nonprofit public benefit corporation ("Nonprofit"). The term "Charter School" as used in this MOU shall refer to both Pacific Coast Academy (the charter school) and the Nonprofit. The District and the Charter School are collectively referred to as "the Parties."

RECITALS

a. The District is a school district existing under the laws of the State of California.

b. The Nonprofit operates Pacific Coast Academy, a public charter school existing under the laws of the State of California and under the authorization and oversight of the District. The Nonprofit shall be responsible for, and have all rights and benefits attributable to, the Charter School as further described in this MOU. Whenever this MOU obligates Pacific Coast Academy to a course of action or prohibits or limits Pacific Coast Academy from a course of action, the Nonprofit shall also be required to fulfill such obligation and be subject to such prohibition or limitation. No other corporations, organizations, or entities shall operate Pacific Coast Academy within the meaning of Education Code section 47604 unless a material revision request has been submitted to, and approved by, the District's Governing Board pursuant to the requirements of Education Code sections 47605 and 47607.

c. The District's Governing Board approved a petition to renew the Charter School for a term of five (5) years, commencing on July 1, 2025 and ending on June 30, 2030.

d. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationships, the provision of special education and related services, the operation of the Charter School, and other matters of mutual interest.

e. The Charter School shall be responsible at all times for operating the Charter School in conformity with the provisions of its currently-authorized charter ("Charter"), all laws and regulations applicable to charter schools, and this MOU.

f. This MOU shall take effect upon the execution by the Parties and upon approval and ratification by the respective governing boards of the Parties. If any provision of this MOU is inconsistent with the Charter, the terms of this MOU shall control.

AGREEMENT

1. **Term.** The term of this MOU shall be coterminous with the term of the Charter School's Charter and shall be effective upon full execution by the Parties and upon approval or ratification of the Parties' respective governing boards, whichever is later, and shall remain in place until June 30, 2030 ("Term"), unless sooner terminated in accordance with the provisions included herein.

   a. This MOU shall terminate if the District revokes or does not renew the Charter, or if the Charter School closes for any reason, after closure activities have been completed, except for those provisions surviving termination. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.

2. **Amendment/Modification.** This MOU may be modified in writing at any time during the Term of this MOU by mutual agreement. Any modification to this MOU shall be in writing, executed by the duly authorized representatives of the Parties, approved or ratified by the Parties' respective governing boards, and specifically indicate the intent of the Parties to modify this MOU. No oral or other agreements or understanding shall be effective to modify or alter the written terms of this MOU.

3. **Designated Representatives.**

   a. The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the District's Governing Board is legally required.

   b. The Charter School's designated representative shall be its Executive Director or designee, who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School's Board of Directors is required.

4. **Compliance with MOU.** To the extent that any of the provisions in the Charter, bylaws, conflict of interest code, other governance documents, or operating policies/procedures are inconsistent or conflict with this MOU, this MOU shall govern. Should there be any dispute regarding an inconsistency that is material to the terms of the Charter, the District agrees to meet with the Charter School in an attempt to resolve the inconsistency. However, to the extent that a resolution cannot be reached regarding the inconsistency, the Parties agree that the terms of the MOU shall prevail. Failure to comply with the material terms of this MOU may constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(f)(1) and be subject to the procedures set forth in Education Code sections 47607(g)-(h).

5. **Charter Renewal.**

a. Timeline. The Charter School shall not submit its petition for renewal more than sixty (60) days prior to the first scheduled District Board of Education meeting of the school year in which the Charter School's charter expires ("Submission Timeline"). However, the Superintendent or designee may authorize the Charter School to submit a renewal petition early, but no earlier than July 1st of the Charter School's second to last year of its then-current charter term if the Superintendent or designee determines that, based on written justification submitted by the Charter School, the early renewal petition submission is reasonably appropriate due to changes in applicable law that could adversely affect the Charter School. This exception shall not be permitted in circumstances in which the Charter School:

   i. is currently designated in the low-performance tier pursuant to Education Code section 47607.2(a) based on the current published scores on the California School Dashboard; or

   ii. the Charter School is currently designated in the middle-performance tier based on the current published scores on the California School Dashboard but, based on its preliminary (embargoed) schoolwide and student group scores for the prior spring administration of state testing, it anticipates that it will be moved to the low-performing tier pursuant to Education Code section 47607.2(a) once the most recent Dashboard results are publicly released.

b. Use of Data. Consistent with the intent of Education Code section 47607(c)(6) and the designation of renewal performance tiers by the California Department of Education, the Charter School must submit its petition for renewal with the most current data available. Charter schools submitting their petitions before the release of the California School Dashboard for the most recently-completed school year prior to expiration of the Charter School's Charter are expected to present the most current verified data available, following publisher guidelines, with the renewal petition. To the extent verified data is no longer used to evaluate renewal eligibility under the Education Code when the Charter School submits its renewal petition, the Charter School shall comply with the data submission requirements under the Education Code and its implementing regulations under Title 5 of the California Code of Regulations, as applicable, that are in effect at that time.

c. Submission of Incomplete Petition. Notwithstanding anything herein to the contrary, a renewal petition is deemed received by District for purposes of commencing the timelines described in Education Code section 47605(b) on the day the Charter School submits a renewal petition to the District office, along with a signed certification that the Charter School deems the petition to be complete. The District may, but shall not be obligated to, notify the Charter

School of its submission of an incomplete renewal petition or delay the review process so that the Charter School may provide additional information. Should the District deem the renewal petition incomplete and the Charter School wishes to update it, the Charter School may need to withdraw its submission in writing and resubmit the renewal petition, thereby restarting the timeline.

6. **Material Revisions to Charter.**

a. Changes to the Charter School's Charter deemed by the District Superintendent or designee to be a material revision may not be made or implemented by the Charter School without prior approval from the District Board. Changes to the Charter that the District considers to be a material revision include, but are not limited to, the following:

i. Substantial changes to the educational program.

ii. Addition of grades or grade levels to be served.

iii. Changes to the location of existing Charter School site, or the addition of a new site. Changes to the location of existing Charter School site necessitates a material revision due to the corresponding impacts on student enrollment/demographics, staffing, and finances. This does not apply to the Charter School's administrative offices; provided, however, that the Charter School shall provide advance written notification to the District should it intend to close or relocate its administrative offices.

iv. Changes in admission preferences that may result in more exclusive selection of students.

v. Material changes in governance structure, including, but not limited to, a change in the name of the Charter School, the number of Board members authorized in the Bylaws, the method by which Board members are selected, compliance with conflict of interest laws applicable to charter schools, or other substantive provisions.

b. Should the Charter School seek to increase its enrollment by more than thirty percent (30%) of the enrollment originally projected in its Charter in any given school year, it shall notify the District Superintendent in writing prior to reaching the 30% cap. The Charter School shall agree to provide the Superintendent with documentation (e.g., updated budget, staffing plan, etc.) and/or a written explanation, if requested, detailing any programmatic, fiscal, operational, staffing, or facilities impacts that may or will result due to the enrollment increase. The Superintendent shall notify the Charter School within ten (10) business days whether the Charter School is authorized to increase its enrollment beyond the 30% cap without the submission of a request for a material revision

to its Charter. Alternatively, if the Superintendent determines that the proposed increase could have material impacts on the Charter School's program(s), fiscal stability, operations/staffing capacity, and/or facilities, the Superintendent will notify the Charter School that it is required to request and obtain approval from the District's Board of a material revision to its Charter to increase its student enrollment above the 30% cap prior to, and as a condition of, enrolling additional students beyond such 30% cap.

7. **Oversight Fees.** Pursuant to Education Code section 47613, the District may charge for the actual costs of supervisorial oversight in an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee"). "Revenue" for purposes of this calculation will be determined by total LCFF allocation at P-2. The Charter School shall be invoiced and pay the Oversight Fee annually within sixty (60) days of receipt of the invoice from the District. Should the law concerning the maximum amount a school district may charge for supervisorial oversight change following the Effective Date of this MOU, the Parties agree that the applicable law then in effect shall supersede this provision.

8. **Supervisorial Oversight.** The District provides supervisorial oversight in the areas of the education program, fiscal practices, and governance. The District will provide direction annually on the steps it will take to conduct oversight and the information and/or records it will request of the Charter School. The District will provide regular reporting on oversight to the District Board. Supervisorial oversight shall include, but is not limited to, the following:

   a. Review and revision of this MOU and any subsequent agreements to clarify or interpret the Charter, material revisions to the Charter, and the nature of the relationship between Charter School and the District.

   b. All activities related to charter revocation and renewal processes as described in the Education Code.

   c. All activities related to monitoring the performance and compliance of the Charter School with the terms of the Charter, related agreements, and all applicable laws.

   d. Identification of at least one staff member as a contact person for the Charter School.

   e. Visits to the Charter School at least annually.

      i. The District will conduct at least one site visit annually to assess the Charter School's governance and organizational management, educational program and student performance, fiscal practices/internal controls, and fulfillment of the terms of the Charter. The District will work

with the Charter School to schedule a mutually agreeable date and time. The District may also make unannounced visits to the Charter School within its sole discretion.

ii. The site visits may include, but are not limited to, review/audit of records maintained by the Charter School; interviews with Charter School administration, staff, parents/guardians, and members of the Board of Directors; inspection of facilities; and observation of student instruction, including voluntary and non-disruptive teacher and/or student discussion or interaction. The oversight and site visit evaluations each year will be considered in any renewal decision made at the end of the term of the Charter. Any deficiencies will be reviewed with the Charter School's administration and its Board of Directors, as appropriate. The Charter School shall fully address and remedy any identified deficiencies to the District's satisfaction. Any identified deficiencies shall be based upon the Charter School's obligations under applicable law, regulations, its approved Charter, or this MOU (as opposed to what might constitute a "best practice" for charter schools).

f. Ensuring that the Charter School submits the required and requested reports and documents.

g. Monitoring the fiscal condition of the Charter School, including enrollment and attendance data, and making periodic checks of credit and debit card transactions.

h. Providing timely notification to the California Department of Education ("CDE") in the event the Charter is renewed, revoked, and/or the Charter School ceases operation for any reason.

i. Monitoring of teacher credentials and assignments.

j. Consistent with Education Code section 47604.32(a)(7), after the District completes its annual financial and compliance audit oversight responsibilities pursuant to Section 41020, notifying the Board of Directors of the Charter School of any material concerns within 60 days of identification. A "material concern" means a concern that could lead to a decision of non-renewal or revocation of the Charter School's charter and may include concerns regarding academic performance expectations; compliance with laws, contracts, or the terms of the charter; issues with the Charter School's fiscal condition or governance procedures; issues pertaining to student health or to employee or student safety; or issues pertaining to equity or accessibility. For purposes of this MOU, "identification" is defined as the point at which District staff have determined that the reviewed item(s) may be of material concern.

i. If, in the course of the review, the District has reasonable suspicion that fraud, misappropriations of public funds, embezzlement, or other financial crimes may be occurring, the District shall notify the Superintendent and the county superintendent of schools.

k. Attending at least one meeting of the Charter School's Board of Directors annually.

9. **Responding to Inquiries and Requests for Information.** The Charter School agrees to promptly respond to all reasonable inquiries of the District, including inquiries regarding its financial records. The District may require the Charter School to provide records/information related to the District's oversight obligations and a detailed explanation of such records/information. The District will be reasonable in the timing, scope, and substance of its requests, and the Charter School agrees to provide all records and information in the form and at the reasonable times specified by the District. This same provision applies to any entities that may be categorized as "an entity managing a charter school" under Education Code 47604.3.

10. **Legal Relationship.**

a. The Parties recognize that the Charter School is a separate legal entity from the District that operates under the supervisorial oversight of the District. The Charter School is operated by a nonprofit public benefit corporation. The Charter School shall maintain its status in good standing with the California Secretary of State and comply with its corporate bylaws and Charter.

The Charter School shall be wholly and independently responsible for the Charter School's operations and shall manage its operations efficiently and economically as described in the Charter and in its annual budget. If the District, including its Board, complies with its supervisorial oversight duties under Education Code sections 47604.32, it shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School, or for claims arising from the performance of acts, errors, or omissions by the Charter School pursuant to Education Code section 47604(d). With respect to its operations under the Charter and this MOU, the Charter School agrees, to the fullest extent permitted by law, to indemnify the District, its Board members, officers, employees, agents, and representatives, from and against any such claims, as set forth herein and in the Charter. The Charter School will not in any case attempt to avoid a debt, liability, or obligation, or otherwise shift any debt, liability, or obligation to the District, unless the debt, liability, or obligation is due to the negligence or intentional act of the District.

b. The Charter School shall not have authority to enter into a contract that would bind the District or extend the credit of the District to any third person or party. For all educational vendor contracts entered into after the Effective Date of this

MOU, the Charter School shall clearly indicate to vendors and other persons and entities with which or with whom the Charter School enters into a contract or agreement, that the obligations of the Charter School under that contract or agreement are solely the responsibility of the Charter School, and not the responsibility of the District.

c. Indemnification. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, including its Board members, officers, executives, administrators, employees, agents, representatives, authorized volunteers (collectively, the "Indemnified Parties") from and against any and all actions, suits, claims, demands, damages, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed or any judgment rendered ("Claim or Claims") that are asserted by a Third Party Claimant which Claims arise out of, or relate to:

i. the Charter School's performance under this MOU or its Charter;

ii. the debts or obligations of the Charter School;

iii. the condition or use of its facilities; or,

iv. the acts, errors, negligence, omissions or intentional acts, including those referenced in Section 9(a), by the Charter School, its Board of Directors, shareholders, officers, executives, administrators, employees, agents, representatives, or authorized volunteers.

For the purposes of this Indemnification provision, a Third Party Claimant is defined as: (1) any entity, organization or association of any kind, except the Charter School, acting through its Board of Directors, or (2) any person provided that he/she is not a member of the Charter School's Board of Directors at the time of the Claim. This provision shall be interpreted broadly in favor of indemnification.

This indemnity and hold harmless provision shall exclude any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties caused by any negligence or intentional acts of the District, including any of the Indemnified Parties. This indemnification clause shall survive termination of this MOU.

d. Complaints. Any formal, written complaints or concerns sent by governmental entities, including, without limitation, complaints filed with the Office for Civil Rights, the United States Equal Employment Opportunity Commission, or the

California Department of Fair Employment and Housing, received by the Charter School about any aspect of the operation of the Charter School shall be sent to the District in a timely manner and without delay. The District may request that the Charter School inform the District of how such concerns or complaints are being or were addressed. In the event of such a request, the Charter School agrees to provide such information as it is legally able to disclose, and the District shall treat such information with the same level of confidentiality that it would treat comparable information regarding other such concerns or complaints that the District receives regarding non-Charter School students or employees in the District. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with Title 5 of the California Code of Regulations, sections 4600 *et seq.*

11. **Compliance with Laws.**

a. The Charter School will comply with all applicable state and federal laws, including, without limitation, Education Code section 47604.1, the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq.*), the California Public Records Act (Gov Code §§ 7920.000 *et seq.*), and Government Code sections 1090 *et* seq., as each are made applicable to charter schools in Education Code section 47604.1.

b. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 ("FERPA"; 20 U.S.C.A. § 1232g, 34 CFR part 99), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. §§ 6301 *et seq.*), as reauthorized and amended by the Every Student Succeeds Act, and agrees to take appropriate remedial action if notified by the District, San Diego County Office of Education, California Department of Education, or other federal or state administrative agencies charged with enforcement of these laws of a violation of any of the foregoing.

c. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that prior written consent from the parent/guardian is not required before the Charter School grants access the Charter School's education records under FERPA. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600 *et seq.*

12. **Business and Administrative Services.**

a. If the Charter School purchases business or administrative services of any kind from a third party other than the District, including, but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, or purchasing, the Charter School shall promptly respond to all reasonable inquiries from the District related to the District's oversight obligations regarding information and/or records that the Charter School maintains or has access to concerning its contractual relationship with the third party, any services rendered by the third party to the Charter School, or any other matter related to the District's oversight of the Charter School.

b. The Charter School shall obtain the approval of its Board of Directors of any contract that would cause the Charter School to compensate an individual contractor in the amount of $100,000 or more, consistent with Education Code section 47605(a)(6).

c. The Charter School shall provide the District with a copy of any business or administrative services agreements with a vendor that either individually or collectively exceeds $200,000.

d. Effective July 1, 2027, the Charter School's Board of Directors shall adopt and maintain a contracts policy that meets all requirements under Education Code section 51827.

13. **Management Contracts.**

a. The Charter School shall provide the District with a copy of any and all contracts that the Charter School (including the Nonprofit) has entered into with any third party to operate or manage the Charter School within the meaning of Education Code section 47604.

b. Prior to entering into a new or revised management contract with a third party, the Charter School shall provide the following information to the District:

i. A draft of the proposed contract.

ii. A description of the third party's roles and responsibilities for the operation and/or management of the Charter School.

iii. A list of any other charter schools managed by the third party.

iv. A list of, and background on, the third party's leadership team/administration and members serving on the board of directors.

v. A letter of assurance from the third party that it has established conflict of interest policies and that none of the leadership team/administration or board of directors of either the third party or the Charter School have

conflicts of interest. The letter of assurance shall also confirm that the third party will comply with all requirements under Education Code section 47604.1, including the Brown Act, the Public Records Act, and conflict of interest rules.

c. The District shall review and the Superintendent or designee must provide written approval of, any contracts of the type described in this section prior to the Charter School entering into the contract with the third party; provided, however, that if such contract constitutes a material revision to the Charter, as determined by the Superintendent or designee, advance approval by the District's Board shall be required.

14. **State Funding and Accountability Requirements/Financial Reporting.**

a. The Charter School shall be funded in accordance with the Local Control Funding Formula ("LCFF"). The Charter School will receive base funding and may receive supplemental and concentration grants. The Charter School will be responsible for providing the CDE with all data required for funding and will comply with all laws and regulations as developed by the Legislature and the State Board of Education ("SBE"). All information provided by the Charter School shall be truthful and accurate.

b. The Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.

c. The Charter School shall comply with the fiscal reporting requirements set forth in **Exhibit A** to this MOU, which is attached hereto and incorporated herein by reference. To the extent that the Charter School is required to submit records or information to the District, the San Diego County Office of Education, or the State of California in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient. If there is any disagreement regarding the format of records to be submitted to the District, the Parties shall consult in good faith on an acceptable format.

d. The Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using a template adopted by the SBE.

e. The Charter School shall comply with the requirements of Education Code section 47606.5 in developing the LCAP, including, but not limited to, the following:

i. Consultation with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP and annual update.

ii. Present a report on the annual update to the LCAP and the LCFF budget overview for parents on or before February 28 of each year at a regularly-scheduled meeting of the Charter School's Board of Directors.

(1) The report shall include the following:

(a) All available mid-year outcome data related to metrics identified in the current year's LCAP.

(b) All available mid-year expenditure and implementation data on all actions identified in the current year's LCAP.

iii. Hold at least one (1) public hearing to solicit recommendations and comments from members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing shall be posted at least 72 hours before the public hearing, and the LCAP and annual update shall be made available for public inspection at each site operated by the Charter School.

iv. On or before July 1 of each year, hold a public hearing to adopt the LCAP or annual update.

v. Follow the procedures for the adoption of the LCAP when adopting any revisions to the LCAP or annual update during the period that it is in effect.

vi. Submit the LCAP or annual update to the District and San Diego County Superintendent of Schools.

vii. Prominently post the LCAP and annual update (including any updates, revisions, or addenda) on the home page of the Charter School's website.

f. The Charter School shall comply with all applicable accountability measures, as they may be revised by the SBE from time to time.

g. The Charter School has elected to receive funding from the State directly pursuant to Education Code section 47651. The Charter School shall receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its students generate such entitlements. The District will cooperate with the Charter School, as necessary, to procure such additional funds.

h. The District shall transfer funding in lieu of property taxes to the Charter School in the time frame required by Education Code section 47635 and shall provide supporting documentation, if requested, that is reasonably sufficient for the Charter School to verify the accuracy of the payment amount. The District and

the Charter School shall cooperate in good faith to rectify in a timely manner any dispute over the calculation of payments made by the District. The Charter School agrees that all revenue obtained from the District shall only be used in compliance with the approved Charter, this MOU, any authorized amendments, and applicable law.

i. The Charter School agrees to comply with all applicable laws and regulations related to the receipt and expenditure of funds. The Charter School agrees that all revenue allocated to the Charter School by any federal, state, or local agency shall not be used for purposes inconsistent with the law or its implementing regulations, the approved Charter, this MOU, or any District-authorized amendments to the Charter or this MOU.

j. The Charter School shall notify the District in writing before it incurs a debt or sells receivables in an amount greater than one hundred thousand dollars ($100,000). The written notification shall set forth the amount of the debt, factoring, or sale of receivables, the lender, the general terms of the agreement, the need for the loan, factoring, or sale of receivables, the plan for repayment if a loan, and a cash flow schedule. All loans, factoring, and sales of receivables shall be authorized in advance by the Charter School's Board of Directors and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide all information requested by the District regarding any such loan, factoring, or sale of receivables, including, as appropriate, a revised budget reflecting the income and expense of the loan, factoring, or financing. The Charter School agrees that all loans, factoring, or accounts receivable financing shall be the sole responsibility of the Charter School, and the District shall have no obligation for repayment.

k. All loans issued or distributed by the Charter School to any other person or entity, irrespective of the amount, shall be authorized in advance by the Charter School's Board of Directors and shall remain the sole responsibility of the Charter School. The Charter School shall notify the District, in writing, no more than ten (10) calendar days prior to providing loan funding to any entity or person. The advance written notice to the District shall include the amount of the loan, a description of the terms of the loan and the plan for repayment, and a cash flow schedule. Upon request, the Charter School shall provide information regarding any such loan to a requesting agency pursuant to Education Code section 47604.3.

l. **Cash Flow.** Absent any agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not act or provide a line of credit for the Charter School.

m. Should Pacific Coast Academy cease to exist (by revocation or nonrenewal of its Charter or by voluntary closure), and upon a final audit and the payment of, or

provision for payment of, all debts and liabilities of Pacific Coast Academy, any public funds held by or for Pacific Coast Academy, and any assets of Pacific Coast Academy purchased with public funds shall be handled in accordance with the terms of the Charter.

15. **Governance and Organizational Management.**

a. Posting of Information. At all times it is operational, the Charter School will have the following information posted on its website and will update the posting within thirty (30) days whenever the following information changes:

i. Email address for the Charter School's Executive Director.

ii. The Nonprofit's articles of incorporation and bylaws.

iii. Roster of current Board of Directors members and a means of contacting the Board.

iv. The annual calendar of Board of Directors meetings, including a description of how parents/guardians and community members will be notified of the meetings and will have an opportunity to participate.

v. Board of Directors meeting agendas and agenda attachments (i.e., backup documentation). The current agenda shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of Government Code section 54954.2(a)(2).

vi. Meeting minutes shall be posted within thirty (30) days after their approval by the Board of Directors.

vii. Adopted Board policies and procedures, including the Charter School's conflict of interest code.

b. Board Member Composition/Student Representation. The composition of the Board of Directors shall be in accordance with the number and membership requirements set out in the Charter and bylaws. The Charter School shall comply with the requirements of Education Code section 47604.2 concerning student representation on the Board, if applicable.

c. Board Meetings. The Board of Directors shall conduct public meetings at such intervals as are necessary, and not less than once per quarter, to ensure that the Board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The Board of Directors meetings will be conducted in accordance with Education Code section 47604.1(c) and the Brown Act.

d. Brown Act Training. The Charter School will provide Brown Act training to its members of the Board of Directors, its officers, and other senior administrative staff who regularly attend Board of Directors meetings prior to the execution of any duties and on an annual basis. Upon request, the Charter School will provide the District with written verification or evidence that Brown Act training has been provided to the specified individuals.

e. Board Policies. The Board of Directors shall adopt policies and procedures to guide the operation of the Charter School and which are required by applicable law. These policies and procedures shall include the following:

i. *Conflict of Interest.* The Charter School and its employees shall comply with Government Code sections 1090 *et seq*. and adopt a conflict of interest code, which shall include provisions indicating the Charter School will adhere to the Political Reform Act. The Charter School will train the Board of Directors members and Charter School employees with contracting or purchasing authority regarding its conflict of interest code. Upon request, the Charter School will provide verification that all Board members and Charter School employees with contracting or purchasing authority have participated in conflict of interest training.

ii. *Internal Fiscal Controls.* The Charter School shall develop and maintain internal fiscal control policies and procedures governing all financial activities. As policies are revised from time to time, the Charter School shall transmit a copy of the revised/updated policies and procedures approved by the Charter School's Board of Directors to the District. Such policies and procedures are subject to review to verify that they are being implemented.

iii. *School Safety Plan.* The Charter School shall develop a school safety plan consistent with the applicable requirements of Education Code section 32282(a). The school safety plan shall be reviewed and updated by March 1 each year by the Charter School.

iv. *Student Discipline.* Policies must include, but not be limited to, lists of the offenses for which students may (and must) be suspended or expelled, and the procedures for suspension or expulsion for disciplinary reasons or involuntary removal for any reason, including an explanation of how the Charter School with comply with federal and state constitutional procedural and substantive due process requirements that are consistent with the requirements of Education Code sections 47605(c)(5)(J), 47606.2, and 48901.1. These policies may be included within the parent/student handbook so long as the parent/student handbook is posted prominently on the Charter School's website.

v. *Admissions*. Policies and procedures regarding admission into the Charter School, including the open enrollment period (when known each year), lottery process, non-discrimination mandate, and admission preferences in a manner that complies with Education Code section 47605(e).

vi. *Contractors*. Effective July 1, 2027, policies that ensure that all contractual relationships meet all requirements under Education Code section 51827.

16. **Admissions.**

a. Enrollment and Admissions Documents.

i. At all times it is operational, the Charter School will have the following information posted on the Charter School's website and will update the posting as quickly as possible whenever the information changes:

(1) Procedures for application, the public random drawing, enrollment, and admission into the Charter School.

(2) A copy of any application and enrollment forms and information provided to prospective families.

(3) The notice developed by the CDE regarding suspected violations of Education Code section 47605(e)(4)(A)-(C) (the "Charter School Complaint Notice and Form").

(4) The Charter School Complaint Notice and Form shall also be provided when a parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrolling a student.

17. **Student Enrollment, Data, and Reporting.**

a. Attendance Accounting and Reporting. The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School shall maintain contemporaneous written records of enrollment and average daily attendance ("ADA") and make these records available to the District for inspection and audit upon request. The Charter School will submit the attendance reports (i.e., P-1, P-2, and annual state attendance reports) in accordance with state law and regulations to the District's attendance officer in a timely manner and before each report's submission deadline. Such attendance will be included in the annual independent audit of the Charter School. Further, copies of any amended state attendance reports shall be provided to the District within three (3) weeks of the discovery of the need to make any such amendment(s).

b. Annual Enrollment List. Upon request, the Charter School agrees to provide the District with a list of students enrolled in the Charter School, stating the student's full name, SSID, age, grade level, school district of residence, and date the student first enrolled in the Charter School.

c. Data on Efforts to Achieve Balance Among Student Groups. The Charter School shall submit to the District, upon request, a report on the Charter School's efforts to achieve a balance among student groups (include racial and ethnic groups, special education students, and English Learners, including redesignated English Learners) that is reflective of the general population residing within the territorial jurisdiction of the District, as described in the Charter, and to enroll students who may qualify for free and reduced-price meals. Such report shall include, but will not be limited to, identifying the Charter School staff responsible for ensuring that outreach efforts are being implemented and how the Charter School's progress is monitored.

d. CALPADS. The Charter School acknowledges its obligations regarding the California Longitudinal Pupil Achievement Data System ("CALPADS"). The Charter School agrees to be considered an "Independent Reporting Charter School," which means that it elects to obtain and maintain Statewide Student Identifiers ("SSIDs") for all enrolling and exiting students and is responsible for meeting CALPADS reporting and certification requirements. The Charter School also agrees and acknowledges that it is solely responsible for maintaining and reporting student, teacher, and course data directly to CALPADS and reporting aggregate data through the California Basic Educational Data System – Online Reporting Application ("CBEDS-ORA").

e. The Charter School shall provide written notice to the school district of residence of each student who leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons and any other involuntary removal for any reason. The Charter School shall provide this information to the District upon request. The Charter School may not otherwise involuntarily remove a student except as permitted by law and as described in the Charter School's suspension, expulsion, and involuntary removal policies and procedures. The Charter School agrees to comply with this requirement for all Charter School students, including special education students.

18. **Personnel.**

a. Teacher credentials, clearances, and permits shall be maintained on file at the Charter School and shall be subject to periodic inspection by the District if needed.

b. Teachers employed by the Charter School must hold all required certifications under Education Code section 47605(l).

c. All teachers shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers in the same manner as the governing board of a school district. The Charter School shall have the authority to request an emergency permit or a waiver from the CTC for individuals in the same manner as a school district. The Charter School shall maintain documentation on file of its teachers' credentials for inspection upon request by the District.

    i. Ensuring that teachers hold all required certifications/credentials and are appropriately assigned is a top priority for the District. The District will support the Charter School in this area as part of the ongoing charter oversight process, and expects the Charter School to promptly address and resolve teacher credentialing issues and misassignments. However, the District recognizes that all teachers at the Charter School provide instruction in the independent study setting and are assigned pursuant to Education Code 44865(k).

d. All teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.

e. Each employee of the Charter School shall furnish the Charter School with a criminal record summary as described in Education Code section 44237. Volunteers (including parents) and employees of contractors who interact with students outside of the immediate supervision and control of the students parent or guardian or a Charter School employee will submit to background checks and fingerprinting in accordance with Education Code section 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and applicable volunteers prior to assignment, as well as documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background clearance requirements. No individual may begin employment or have unsupervised contact with students who has not received full clearance.

f. All employees of the Charter School and volunteers (including parents) who have frequent or prolonged contact with students shall submit to a tuberculosis risk

assessment prior to employment or assignment in accordance with Education Code section 49406.

g. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the CTC within thirty (30) days pursuant to Education Code section 44030.5.

h. Pacific Coast Academy is the exclusive public school employer of all Charter School employees for purposes of the Educational Employment Relations Act. All staff working at the Charter School are employees or contractors of Pacific Coast Academy. Pacific Coast Academy shall have sole responsibility for the employment, management, salary, benefits, discipline, and termination of its employees.

i. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.

j. If any Charter School staff are employees, officers, directors, or contractors of, or otherwise have a financial or business interest in, a related party of the Charter School (e.g., a person, partnership, entity, or other affiliate), such relationship shall be disclosed to the Charter School's Board of Directors at a public open session, and the Charter School must provide notice to the District of the individual with the financial or business interest, a description of the interest, and the individual's role and relationship to the related party.

k. The Charter School shall provide, upon request by the District, a copy of the Charter School's employee handbook. The employee handbook must detail expectations for employee performance and behavior, benefit information, and a description of complaint procedures that employees may pursue in the event of a dispute.

l. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for making these arrangements through the San Diego County Office of Education or the District, as applicable.

19. **Educational Program and Reporting.**

a. A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the District upon request.

b. Subject to District oversight and compliance with the Charter School's Charter and applicable state and federal law, including, without limitation, Every Student

Succeeds Act ("ESSA"), the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), related provisions of the Education Code and their implementing regulations, and Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Charter School is autonomous for the purposes of, among other things, selecting the Charter School's educational program with the understanding that the educational program shall comply with its Charter and this MOU.

c. The Charter School shall comply with all applicable state and federal law and regulations concerning the improvement of student achievement and performance, including, without limitation, applicable provisions of the Elementary and Secondary Act of 1965, as amended by ESSA, and agrees to take appropriate remedial action if notified by the State of California of a violation of the foregoing.

d. The Charter School shall comply with all federal and state law concerning the instruction of English learners.

e. The Charter School agrees to comply with and adhere to the applicable state requirements for participation in, and administration of, all state-mandated tests.

f. The Charter School shall provide the District with the Charter School's student discipline policies and procedures prior to the start of each school year and following any updates to those policies and procedures, unless the most recently updated policies and procedures are already posted and readily available on the Charter School's website. All student discipline policies are referenced in the Charter School's student/parent handbook and shall mirror the policies and procedures available on the Charter School's website.

g. The Charter School shall not charge any fee or require any parent/guardian or student contribution that conflicts with requirements of federal or state law, including the California Constitution, Article IX, Section 5, and the California Code of Regulations, Title 5, section 350, to provide free, public education to students.

h. Upon request, the Charter School shall provide the District with a copy of its contract with any vendors that will provide educational or instructional services, enrichment activities, or tutoring to Charter School students during the school day. The contract shall require submission to a tuberculosis risk assessment and examination for any vendor who will come into direct contact with students. The contract shall also specify the services that will be provided and the associated costs and the term of the contract.

20. **Special Education and Related Services**.

a. Legal Relationship. The following provisions govern the application of special education to students of the Charter School:

i. The Charter School shall be its own local educational agency ("LEA"), pursuant to Education Code section 47641(a) for purposes of compliance with state and federal special education laws and for eligibility for state and federal special education funds. The Charter School has provided verifiable written assurances that it has been accepted to participate and has secured membership as an independent LEA in the El Dorado County Charter Special Education Local Plan Area ("SELPA").

ii. The Charter School will serve as its own LEA for purposes of special education and, as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their respective individualized education programs ("IEPs") and in compliance with the IDEA (20 U.S.C. §§ 1400 *et seq.*), related California law, and their corresponding implementing regulations.

iii. Should the Charter School seek to change its SELPA affiliation and operate as a school of the District for purposes of special education, the Parties agree to amend this MOU to address the change in membership status and to describe the Parties' respective rights and responsibilities concerning the provision and funding of special education and related services for Charter School students.

b. Non-Discrimination and Access. No student shall be denied admission to the Charter School due to a disability or a suspicion of a disability. The Charter School shall not "counsel out" any student with a disability or any student suspected of having a disability, or otherwise dissuade or discourage any such student from applying for admission to the Charter School as part of the enrollment process.

c. Section 504 and ADA. The Charter School shall comply with Section 504 and the Americans with Disabilities Act ("ADA"). The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA at its own expense, and that these are not special education services for which special education funds may be used.

d. IDEA. The Charter School shall ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School shall be solely and independently responsible for compliance with the IDEA and state special education laws, and their corresponding implementing regulations, with respect to the determination, provision, and funding of special education and

related services for all students enrolled in the Charter School. The District solely operates as the chartering authority of the Charter School.

e. Program, Policies and Procedures. The Charter School must develop, adopt, and comply with policies and procedures regarding the identification, assessment, IEP development, placement, and provision of services to students with disabilities. The Charter School's program, policies, and procedures must comply with SELPA policies and procedures and all applicable state and federal laws.

f. FAPE. The Charter School shall ensure that a free, appropriate public education ("FAPE") is provided to all children with disabilities eligible for special education under the IDEA and enrolled in the Charter School in accordance with state and federal legal mandates. The Charter School will ensure that an IEP is developed and implemented for each student enrolled in the Charter School in accordance with state and federal legal mandates and SELPA policies. The Charter School must make a full continuum of special education programs and related services available, and provide those programs and services to eligible students in the Charter School. The Charter School must make such services and placements available regardless of the type of instructional program or service delivery ordinarily or otherwise offered by the Charter School.

g. Administration of Special Education Program. The Charter School is responsible for the management of its special education budgets, personnel, programs, and services. The Charter School shall employ appropriately qualified, credentialed employees or contract with qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall understand, accept responsibility, and provide services to include, but not be limited to:

(1) Child Find
(2) Interim Programs
(3) Referral
(4) Assessment
(5) Placement
(6) Special Education Instruction
(7) Related Services
(8) Due Process
(9) Discipline/Manifestation Determination
(10) Transportation

h. Child Find ("Search and Serve" Notices). The Charter School must, in accordance with its SELPA's policy, provide parents/guardians with notice at the beginning of each school year notifying them of the responsibility to "search and serve" students who need or are believed to need special education services.

i. Pre-Referral Interventions. The Charter School must implement a process (e.g., a "Student Study Team") to monitor and guide referrals of general education students for special education evaluation and services, such that general education interventions, where appropriate, are utilized and exhausted before the Charter School refers the student for a special education evaluation. The Charter School understands that this process and any other interventions employed prior to a referral for special education evaluation are not a special education service.

j. Identification and Referral. The Charter School shall have responsibility to identify and refer students who have an actual or suspected disability to receive an assessment for special education eligibility under the IDEA. The Charter School will maintain and implement policies and procedures to ensure identification and referral of students who have, or may have, such disabilities. These policies and procedures will be in accordance with federal law, California law, and SELPA policy. The Charter School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs, and other special education information from the student's prior LEA. The Charter School acknowledges that, under the IDEA, a child shall not be determined to be a child with a disability eligible for special education if the determinant factor is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency.

k. Assessments. The Charter School will conduct any and all necessary assessments to determine eligibility for special education programs and related services of students suspected of having qualifying disabilities. If the Charter School concludes that the student has one or more suspected disabilities that warrant assessment, the Charter School must develop an assessment plan, using SELPA forms, for each student with suspected disabilities within the statutory timeline. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving parental written consent. The Charter School shall conduct an IEP team meeting that includes the required team members within mandated timelines for each student assessed to discuss results, determine eligibility and (if eligible) determine special education instruction and services. All decisions regarding eligibility, goals, program, placement, and exit from special education must be done through the IEP process and in accordance with federal and state requirements.

l. Individualized Education Program. The Charter School shall be responsible for scheduling IEP meetings and having a designated Charter School administrator, Charter School general education teacher(s), any special education provider(s)

who is/are knowledgeable about the student's education program and parent(s) in attendance at all IEP meetings. Decisions regarding identification, determination or change in eligibility, areas of needs, goals/objectives, services, program, placement, and exit from special education shall be made by the IEP team.

m. Forms, Reports, and Records. The Charter School will maintain copies of assessments, IEP materials, and other special education records and reports for District review upon the District's request pursuant to its general oversight obligations.

n. Implementation and Progress Reporting. The Charter School shall ensure that each Charter School student's IEP, and all services, accommodations, modifications, supports for instruction, goals and objectives, behavioral supports, data collection and progress reporting called for therein, are fully implemented, including by all Charter School staff who work with the student. The Charter School will ensure that the teachers and other persons who provide services to a student with a disability are knowledgeable of the content of the student's IEP and implementing the IEP in accordance with its provisions. The Charter School is responsible for monitoring and reporting progress towards IEP goals for the student at least in the same interval as progress is reported for students in the general education program.

o. Interim Placements for Students Transferring Into the Charter School. For students transferring to the Charter School with IEPs, the Charter School shall provide students with FAPE, including services comparable to those described in the previously approved IEPs.. The Charter School acknowledges that it is obligated to continue providing such services for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP in accordance with state and federal law.

p. Student Withdrawal from Charter School. As soon as practicable after any special education student's expulsion, withdrawal, or involuntary removal from the Charter School for any reason, the Charter School shall notify the District of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the student's next school/LEA of attendance. The Charter School shall comply with Education Code section 47605(e)(3) in terms of providing notice of expulsion, withdrawal, or if a student leaves the Charter School without graduating or completing the school year for any reason.

q. Independent Study. The Charter School acknowledges, understands, and agrees that a student with exceptional needs may participate in independent study if that student's IEP specifically provides for such participation. If a parent or guardian of an individual with exceptional needs requests independent study, the

student's IEP team shall make an individualized determination as to whether the student can receive FAPE in an independent study placement..

r. Complaints. The Charter School shall address/respond to/investigate all complaints it receives involving special education.

s. Due Process Hearings. The Charter School shall promptly notify the District of any due process proceedings filed against the Charter School under the IDEA or related state law, and of any complaints to state or federal agencies related to special education and/or students with qualifying disabilities. The Charter School shall bear all financial responsibility and procure and provide its own legal representation for such due process proceedings and/or complaints. If the District, its Board, or employees are named as a party to a due process filing involving the Charter School, the District shall have the right to provide its own legal defense and/or representation, but it will be entitled to indemnification by the Charter School as provided herein.

t. Student Discipline. The Charter School acknowledges it is obligated to and will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with state and federal law. The Charter School understands and acknowledges that prior to imposing any discipline on a student with a disability that would constitute a change in placement, or prior to imposing such discipline on a student for whom the Charter School has a basis of knowledge that the student is a student with a disability, a manifestation determination must first be convened to determine whether the conduct was a manifestation of the student's disability or caused by a failure to implement the student's IEP or Section 504 Plan, as applicable.

u. Special Education Funding.

i. The Charter School shall comply with the funding model adopted by the SELPA. The Charter School shall only spend special education funds as allowed by law, and shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. The Charter School assures the District that it understands how to properly expend and account for its use of special education funds.

ii. The Charter School shall be solely responsible for all costs arising out of or related to any claims, demands, complaints, due process hearings, or charges for special education and related services including, but not limited to, attorneys' fees, compensatory education, and/or damages of any kind in the same manner as other LEAs within the SELPA in accordance with the El Dorado County Charter SELPA Local Plan.

v. Insurance. The Charter School shall maintain adequate insurance at its sole cost and expense at appropriate coverage limits and in accordance with the law and SELPA policy.

w. Indemnification. The District shall not be liable for any action arising out of, connected to, or related in any way to special education for students enrolled in the Charter School including, but not limited to, identification and referral, assessment, or the provision of special education and related services to students while the Charter School is operating as an LEA member of the El Dorado County Charter SELPA. To the fullest extent permitted by law, the Charter School shall indemnify, defend, and hold harmless the District, its Board members, officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys' fees, and costs resulting from or arising out of the provision of special education and related services at the Charter School or the performance of the Charter School's obligations under this MOU.

21. **Transportation**. The Charter School will be responsible for providing its own transportation services for students, if any, including transportation for field trips.

22. **Health and Safety**.

a. Compliance with Laws. The Charter School shall ensure compliance with state and federal laws and regulations concerning health and safety requirements applicable to charter schools to the extent they apply based on the grade levels served by the Charter School including, but not limited to, the following:

i. *Child Abuse Mandated Reporting*. The Charter School shall ensure that its staff comply with the Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 *et seq.*), including child abuse and neglect identification and reporting and mandated reporter training requirements.

ii. *Immunizations*. All enrolled Charter School students who receive classroom-based instruction shall be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California Code of Regulations, sections 6000-6075.

b. Non-Discrimination and Anti-Harassment. The Charter School affirms that all students have the right to participate fully in the educational process, free from discrimination and harassment. The Charter School further commits to providing a workplace free of discrimination and harassment. The Charter School shall maintain policies that address the Charter School's compliance with non-discrimination and anti-harassment laws applicable to public agencies.

23. **Title IX Compliance.** The Charter School shall comply with the requirements of Education Code section 221.61 by posting, in a prominent and conspicuous location on its website, the following information:

    a. The name and contact information of the Charter School's Title IX Coordinator, including the Coordinator's phone number and email address.

    b. The rights of a student and the public and the responsibilities of the Charter School under Title IX, which include but are not limited to, internet web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education Office for Civil Rights, and the list of rights specified in Education Code section 221.8.

    c. A description of how to file a complaint under Title IX that meets the requirements of Education Code section 221.61(a)(3)(A)-(C).

24. **Facilities.**

    a. The Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Standards Code as enforced by the local planning jurisdiction. The facilities shall meet ADA requirements and shall be approved by the local fire marshal for the intended use(s).

    b. The Charter School recognizes that its facilities must conform to any federal and state requirements that may be applicable to charter schools, including, but not limited to, the geographical restrictions on the location of charter school facilities (e.g., resource centers, meeting spaces, satellite facilities, etc.) set forth in the Education Code, as amended from time to time. The Charter School shall also be responsible for obtaining the appropriate permits from the local public agency having jurisdiction over the issuance of such permits including building and occupancy permits, fire and life safety inspections, and conditional use permits.

    c. The Charter School shall not change school sites without a material revision to the Charter, unless necessitated by emergency circumstances. The Charter School must demonstrate that the new facilities are capable of housing its educational program and will be adequate for the Charter School's needs and must provide a copy of the proposed temporary facilities use or rental/lease agreement, if applicable.

        i. In the event of emergency circumstances necessitating a temporary change of facilities, the Charter School shall notify the District of the emergency circumstances, in writing, within three (3) days, along with the address of the temporary location and anticipated duration of stay.

d. The Charter School shall not establish additional sites without a material revision to the Charter.

e. Occupancy and Zoning. The Charter School shall maintain documentation on file or be able to readily access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, and approved zoning variances. The Charter School shall make such documents available to the District, if requested, to the extent the Charter School has access to such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

25. **Insurance/Risk Management.**

a. The Charter School will obtain its own insurance coverage to cover the operations of the Charter School and shall supply the District with certificates of insurance, with proof of insurance of at least the types and amounts specified below based upon the standard coverage for a school of similar size and location, which may change annually based on, among other factors, the size and location of the Charter School, all of which shall be subject to approval by the District Superintendent or designee.

i. General Liability. The Charter School is required to maintain general liability and auto liability insurance with coverage including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Five Million Dollars ($5,000,000) per occurrence. The Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage, and the policies shall be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that the District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

ii. Workers' Compensation. Workers' Compensation, at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars ($1,000,000) each accident for bodily injury by accident; said coverage's insurers shall waive rights of subrogation with respect to the District, its Governing Board, and their officers and employees.

iii. Professional Liability. Professional Liability (Errors and Omissions Insurance, including employment practices coverage) with limits not less than Five Million Dollars ($5,000,000) per claim. This insurance shall include Employment Practices Liability coverage, which can either be

included in the Professional Liability policy or obtained in a separate policy.

iv. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance with limits not less than Five Million Dollars ($5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this MOU, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after the expiration of this MOU.

v. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the facilities occupied by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.

vi. Cyber Coverage. Cyber coverage for both electronic and non-electronic data breaches at limits not less than One Million Dollars ($1,000,000) per occurrence with an aggregate limit of not less than Two Million Dollars ($2,000,000).

b. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.

c. The Charter School shall add the District and its Board members, officers, officials, employees, and agents as named additional insured on all of its insurance policies, except its Workers' Compensation policy.

d. The Charter School must adhere to claim reporting requirements in its insurance policies, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by its insurer or its representative in the investigation and defense of a claim.

e. The Charter School waives all rights against the District, its Board members, agents, officers, directors, and employees for recovery of damages to the extent these damages are fully covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability insurance maintained per the requirements stated above.

f. The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the District upon request. If the Charter School makes changes to its insurance policies to reduce coverage or otherwise bring the insurance out of compliance with the insurance requirements in this MOU, it must notify the District within ten (10) days of doing so.

g. Should insurance expire or lapse for any reason, the Charter School shall have two (2) business days to reinstate full coverage, as set forth herein. If coverage is not reinstated within this time frame, the Charter School shall cease all operations unless and until full coverage as set forth herein is reinstated.

26. **Dispute Resolution**. Nothing in the dispute resolution process described in the Charter School's Charter shall prevent or delay the District from exercising or discharging any power or duty authorized by law with respect to the oversight of the Charter School including, but not limited to, the right to revoke the Charter as authorized by applicable law. Further, the dispute resolution procedures outlined in the Charter shall not impede or otherwise serve as a prerequisite to the District's ability to initiate revocation procedures.

27. **Closure**. If the Charter School closes, the Charter School shall be responsible for conducting all closure-related procedures consistent with its charter and federal and state law, including Education Code section 47605(c)(5)(O) and Title 5 of the California Code of Regulations, sections 11962 and 11962.1. The Charter School shall be solely responsible for funding closure procedures.

28. **Additional Provisions**.

a. Non-Assignment. Neither Party shall assign its rights, duties, or privileges under this MOU, nor shall either Party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the advanced written consent of the other Party. Any assignment in violation of this provision shall be void.

b. Enforceability. The Charter School understands and acknowledges that violations of any laws could subject its Charter to revocation pursuant to Education Code section 47607(f). The Charter School further understands that the District shall have the authority to compel compliance with this MOU. Should the District determine that the Charter School has failed to comply with a condition of this MOU, or is violating or has violated applicable law(s) or regulation(s), its Charter, SELPA policies, or any provision of this MOU, the District may impose corrective actions or other reasonable measures it deems appropriate to enforce this MOU and/or bring about proper conduct.

c. Renewal. The Parties recognize that renewal of the Charter for subsequent terms will require consideration of academic performance and other criteria set forth in Education Code sections 47607, 47607.2 and 47605.

i. If the Charter School intends to apply for a renewal of its Charter, it must submit its petition in accordance with Education Code sections 47605, 47607, and 47607.2.

d. Notices. Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, or received by e-mail, addressed as follows:

If to the District:
Dehesa School District
Attn: Superintendent
4612 Dehesa Road
El Cajon, CA 92019
Email: bradley.johnson@dehesasd.org

If to the Charter School:
Pacific Coast Academy
Attn: Krystin Demofonte, Executive Director
13915 Danielson Street, Suite 103
Poway, CA 92064
Email: krystin.demofonte@pacificcoastacademy.org

e. Severability. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

f. Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any Party which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he/they has/have not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU.

Signatures on Following Page

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

PACIFIC COAST ACADEMY

Dated_____ By:_____
Krystin Demofonte, Executive Director

Date of Board of Directors approval/ratification: _____

DEHESA SCHOOL DISTRICT

Dated_____ By:_____
Bradley J. Johnson, Superintendent

Date of Governing Board approval/ratification: _____

EXHIBIT A

Fiscal Reporting Requirements

Budget:

1. The Charter School shall submit the following financial reports to the District in accordance with Education Code section 47604.33 using state-approved SACS reporting forms:

    a. An adopted budget on or before July 1 of each year.

    b. An LCAP and annual update on or before July 1 of each year.

    c. A first interim financial report on or before December 15 of each year.

    d. An independent financial audit report on or before January 31.

    e. A second interim financial report on or before March 15 of each year.

    f. A confirmation that the Charter School has called for and is prepared for an annual independent financial audit on or before May 1.

    g. Unaudited Actuals report for the prior fiscal year, on or before September 15 of each year.

    h. At prescribed intervals, copies of credit/debit card transactions.

2. The adopted budget will contain the following financial documents:

    a. All key budget variables and assumptions, including revenue, expenditure, debt, beginning and ending balance variables shall be defined. Certificated and classified employee salary data, and health benefit plans and policies will be made available upon request.

    b. Local Control Funding Formula Calculator used for the reporting period.

    c. Multi-year financial projections, including the current fiscal year and two (2) subsequent fiscal years.

    d. Cash flow projections for all twelve (12) months of the current or proposed fiscal year.

    e. Copies of budget revisions shall be provided to the District within two (2) weeks of revision, upon approval by the Charter School's Board of Directors.

3. To the extent that it appears the Charter School builds or sustains reserves in excess of twenty percent (20%) of total expenditures, the Charter School shall provide detailed reporting of how it built such reserves while providing the educational program promised in the Charter, and its intended use, if requested by the District.

4. A copy of any revisions to the Charter School's budget guidelines, policies, and internal controls shall be provided to the District upon request.

5. The Charter School shall provide a copy of the budget guidelines, policies, and internal controls at the request of the District.

Financial Data:

6. Bank account reconciliations for the Charter School will be the responsibility of the Charter School.

Financial Audit:

7. The Charter School's Board of Directors will contract with an independent fiscal auditor for its annual independent financial audit. The independent fiscal auditor must be approved by the State Controller's Office and must be listed on its website as approved to conduct such educational audits. The audit shall include, but not be limited to, the following:

    a. An audit of the accuracy of the Charter School's financial statements.

    b. An audit of the Charter School's attendance accounting and revenue claims practices.

    c. An audit of the Charter School's internal control practices.

8. The Charter School shall provide a copy of the Charter School's audited financial report to the District, the San Diego County Superintendent of Schools, the State Controller, and the CDE by January 31 of each year.

9. The Charter School's Executive Director will review any audit exceptions or deficiencies and report to the Charter School's Board with recommendations on how to resolve them.

10. The Charter School shall submit a report to the District describing how the exceptions and deficiencies, if any, have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same.

11. The Charter School's Board shall, within 45 days of issuance, review any exceptions and descriptions of plans to correct, and take action to accept or reject the audit.

12. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the process described in the Charter School’s Charter.

Coversheet

2026-2027 Board Meeting Calendar

Section: III. Other Business
Item: A. 2026-2027 Board Meeting Calendar
Purpose: Vote
Submitted by:
Related Material: PCA 2026-27 Board Calendar_Rev 6.04.2026.pdf

Pacific Coast Academy

Board Meeting Calendar 2026-27

August '26

Su	M	Tu	W	Th	F	S
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February '27

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June '27

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July '27

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Blue – Board Meeting Red – Due Date (See Appendix) Green – Holiday/No School

Appendix – Important Dates

August 2026

- August 13 @ 6pm – Board Meeting
- Presentation of Teacher Assignment Monitoring Outcomes (TAMO) Data
  - Information item

September 2026

- September 10 @ 6pm – Board Meeting
- September 15 – Unaudited Actuals Report (UAR) Due
- September 15 – EPA Actuals Due

October 2026

- No Board Meeting

November 2026

- No Board Meeting

December 2026

- December 10 @ 6pm – Board Meeting
- December 15 – Approve Audit from Previous Year
- December 15 – 1st Interim Report Due
- Report Math Placement Data

January 2027

- January 21 @ 6pm – Board Meeting
- Present LCAP Mid-Year Update
  - Information Item
- School Accountability Report Card (SARC) Approval
  - Voting Item
- Comprehensive School Safety Plan

February 2027

- No Board Meeting

March 2027

- March 11 @ 6pm – Board Meeting
- March 1 – Comprehensive School Safety Plan Due
- March 15 – 2nd Interim Report Due
- March 31 – Auditor Selection Due

April 2027

- No Board Meeting
- Form 700s Due

May 2027

- May 06 @ 6pm – Board Meeting
- Hold Public Meeting for the LCAP
  - Must be Presented Before the Governing Board Meeting
  - Information Item
- May 15 – 990 Report Due

June 2027

- June 02 @ 6pm – Board Meeting
- Approve LCAP
  - Voting Item
- Adopt Annual Budget and EPA Budget
- Local Indicators Presentation
  - Information Item
- Prop 28 Arts & Music in Schools Annual Report
  - Voting item

July 2027

- No Board Meeting

Review Annually

- Promotion, Retention, Acceleration Policy
- Fiscal Policy
- Compensation Policy
- Employee Handbook
- Parent Student Handbook
- English Learner Master Plan
- Memorandum of Understanding (MOU)

Coversheet

Professional Boundaries Policy

Section: III. Other Business
Item: B. Professional Boundaries Policy
Purpose: Vote
Submitted by:
Related Material: PCA Professional Boundaries Policy_Proposed 9.02.2026.pdf

Pacific Coast Academy

Professional Boundaries Policy

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PROFESSIONAL BOUNDARIES POLICY

PURPOSE AND COMMITMENT

Pacific Coast Academy is committed to maintaining a safe, respectful, and professional learning environment. All adults who work with or around students are expected to always maintain clear professional boundaries.

This policy addresses professional boundaries between and among employees, contractors, volunteers, and students (including on social media) and safe learning environments (for both physical and online spaces) at Pacific Coast Academy. This policy is intended to prevent abuse, exploitation, harassment, and boundary blurring, and to support early recognition and reporting of concerning behavior.

SCOPE AND APPLICABILITY

This policy applies to all charter school-related contexts at Pacific Coast Academy, including but not limited to:

- School buildings, grounds, classrooms, offices, fields, playgrounds, restrooms, and common areas.
- School-sponsored activities held on or off campus, such as athletics, clubs, performances, field trips, after-school programs, retreats, and travel.
- Transportation to and from school-sponsored activities, whether operated by Pacific Coast Academy or a contracted service provider.
- Digital and virtual environments connected to Pacific Coast Academy, including learning management systems, school email, messaging platforms, virtual meetings, and online classes.
- Off campus conduct when it involves students or school activities or affects student safety or the school environment.

All Specified Adults are subject to and must follow this policy as a requirement of their role, appointment, or authorization to access students through employment, volunteer service, or contractual access to students and school facilities.

KEY TERMS AND DEFINITIONS

Term	Definition
Boundary blurring	Behavior that may not be clearly abusive but that weakens professional boundaries, creates exclusive access, secrecy, dependency, or reasonably appears improper.
Boundary violation	Any behavior that goes beyond what is reasonable and necessary to perform professional duties, including conduct that is sexual, exploitive, harassing, coercive, involves inappropriate personal disclosure, or that gives the appearance of misconduct.
Parent/Guardian	A parent, guardian, or other adult with legal custody, or other individual authorized to make authorized educational decisions for the student under applicable law or court order, as named in the Charter School's records.
Corporal Punishment	Willful infliction of physical pain upon a child as a form of punishment or discipline.

Specified Adult	Any individual described in this policy having access to and contact with students which includes employees, certificated and classified staff or the equivalent (i.e., instructional and non-instructional staff), administrators, governing body members (i.e., board members), volunteers, student teachers, interns, and contractors.
Electronic communication	Any communication using digital devices or platforms, including email, text messaging, direct messaging, group messaging applications, learning management systems, social media, chat functions, and video or audio calls.
Grooming	A pattern of conduct designed to gain a student's trust, desensitize the student to inappropriate behavior, create secrecy, and reduce the likelihood that misconduct will be recognized or reported.
Legitimate educational purpose	A purpose directly tied to instruction, supervision, safety, or a defined school activity that is appropriate in content, timing, and frequency and aligned with school policies and procedures.
One-on-one interaction	Any interaction where a Specified Adult is alone with a student in person or in a private electronic space that is not observable or interruptible by others.
Professional boundary	The appropriate interaction and relationships in a professional setting, ensuring conduct remains respectful, role-appropriate, and free from personal, social, or emotional involvement that could impair safety.
Student	An individual enrolled in or participating in an educational program or activity offered by Pacific Coast Academy, regardless of age.
Sexualized Behavior	Sexualized talk, gestures, or conduct between people, including unwanted sexual comments, sharing or requesting sexual images, exposing private body parts, or sexual touching.

Abuse and Neglect Definitions

Abuse and neglect include the following:

Term	Definition
Neglect	Failure, refusal, or inability on the part of a Parent/Guardian, for reasons other than poverty, to provide necessary care, food, water, clothing, medical or dental care or shelter to seriously endanger the physical health of the child.
Physical Abuse	Physical injury inflicted on a child by other than accidental means. Physical injury includes, but is not limited to, lacerations, fractured bones, burns, internal injuries, severe or frequent bruising, or great bodily harm. Conduct qualifying as Physical Abuse may include, but is not limited to, hitting, spanking, shaking, slapping, unnecessary restraints, pushing, or other forceful physical contact.
Verbal Abuse	Language that is degrading or threatening, and includes verbal interactions such as name calling, insults, cursing, derogatory remarks, belittling, and shaming.
Sexual Abuse	A wide spectrum of interactions with a child including rape, certain physical assault, sexual battery, physical sexual contact, sexually

	explicit or offensive verbal communication, verbal sexual harassment, voyeurism, sexually oriented conversations, sexual intercourse or sexual touching of a student, sexual exploitation, exposing of genitalia, viewing of sexual activity, or permitting, allowing or encouraging a student to engage in prostitution.
Emotional Abuse	Conduct that reasonably causes harm to a child's psychological or intellectual functioning, which is exhibited by emotional damage such as severe anxiety, depression, withdrawal, or aggression. Emotional damage may be demonstrated by substantial and observable changes in behavior, emotional response, or learning, which are incompatible with the child's age or stage of development. Emotional Abuse includes the following conduct: shaming, humiliation, and cruelty.

General Expectations for Professional Conduct

Specified Adults are expected to always maintain professional relationships with students. This includes treating students with dignity and respect, using age-appropriate language, and maintaining professional distance regardless of a student's behavior, family relationship, or community custom. Familiarity, informality, or a "like family" environment does not erase the obligation to function as a professional. Specified Adults are expected to avoid boundary blurring as defined in this policy and to seek guidance from the Executive Director, Deputy Executive Director, or the Director of Human Resources when interactions begin to shift from professional to personal.

Specified Adults are expected to use transparent practices. Interactions with students should be observable or interruptible whenever reasonably possible, documented when appropriate, and structured to include Parent/Guardians or other adults when circumstances warrant. Specified Adults are expected to avoid situations that could reasonably be misinterpreted by students, Parent/Guardians, or other members of the school community.

Students are expected to treat peers and adults with respect, to maintain appropriate boundaries with peers and adults, and to avoid bullying, harassment, hazing, or other misconduct.

Adult- Student Professional Boundaries

This section sets expectations for professional boundaries between students and adults at Pacific Coast Academy, including employees, adult volunteers, and school contractors.

General Rule

Specified Adults shall not engage in conduct with students that is sexual, romantic, exploitive, harassing, coercive, or excessively personal. Specified Adults shall not seek or encourage private, secret, or preferential relationships with students. Even when a student or Parent/Guardian invites a more informal relationship, the Specified Adult remains responsible for maintaining professional boundaries.

The following are expected behaviors for staff members:

- Obtaining **parent's written consent for any School activity** (excluding tutorials)
- **Keeping reasonable and appropriate physical space** between staff and student as a standing practice.
- **Stopping and correcting students** if they cross the staff member's own personal boundaries.
- **Involving a supervisor in discussions about boundary concerns that could escalate** — specifically: grooming

or red-flag behavior observed in *colleagues*, disturbing written material, or a student's fixation on an adult.
- **Making detailed notes about an incident** that, in the staff member's judgment, could evolve into something more serious later.
- **Recognizing one's responsibility to stop unacceptable behavior of students and/or co-workers.**
- **Asking another staff member to be present or nearby** when an alone-with-a-student situation after regular hours is unavoidable.

Summary of Acceptable and Unacceptable Conduct

The following standards apply in key areas of interaction. These examples are illustrative and not exhaustive.

Physical Contact

Acceptable Conduct	Unacceptable Conduct
• Brief, context-appropriate gestures such as handshakes • High-fives or fist bumps in public settings • Side hugs • Physical contact is necessary to prevent injury, assist with mobility, and/or assistance according to the student's IEP 504, written health plan • With permission, physical guidance required for athletics, performing arts, or specialized instruction when done in a professional manner	• Any sexual or romantic contact • Kisses of any kind • Lap-sitting*, back-rubs, massages**, tickling, piggyback rides, or wrestling • Prolonged or full-body hugs*, especially behind closed doors or with older students • Sitting or lying close together on furniture in a way that appears intimate • Any sexualized touching, groping or simulated sexual act • Adult initiated hugs • Touching bottom, chest, thighs, or genital areas***
*Hugs and sitting on a charter school educator/employee lap/knee may be appropriate with young children (TK - 2nd grade). When in doubt about whether a particular physical interaction is appropriate, consult with your supervisor. **This does not apply to those students who need light physical touch or shoulder compressions for sensory issues, and as included in their behavior plans or IEPs. When in doubt about whether a particular physical interaction is appropriate, consult with your supervisor. ***This does not apply to charter school employees or contractors who are aiding students with self-care or toileting, as needed. When in doubt about whether a particular physical interaction is appropriate, consult with your supervisor.	

Verbal and Written Communication

Acceptable Conduct	Unacceptable Conduct
• Professional, age-appropriate language and content • Feedback on academic performance or behavior • Neutral, respectful tone in conversations, emails, and written notes • Using respectful language and names for students	• Contacting students by phone calls or by notes/letters without a parent/guardian or staff member included • Flirtatious remarks, romantic comments, or sexual innuendo • Remarks about the physical attributes or physiological development of *anyone*

• Giving age-appropriate praise and encouragement • Correcting behavior in a calm, firm, and respectful manner • Brief supportive conversations about school, peer relations, or wellbeing that stay within the professional role	• Sharing personal adult relationship problems, financial stress, or intimate details with students • Seeking emotional involvement (including intimate attachment) with a student beyond the normative care expected of an educator • Using pet names, nicknames of endearment, or inside jokes that create special status • Teasing or joking about a student's sexuality, gender, or relationships • Name-calling • Discussing sexual encounters • Involving students in the personal problems or issues of School Adults • Having secrets with students or asking students to keep secrets from Parent/Guardians or staff • Shaming, belittling, or using harsh, demeaning, or threatening language causing emotional abuse • Derogatory remarks about the student's family or associated personal relationships

Gifts, Money, and Favors

Acceptable Conduct	Unacceptable Conduct
• Low-valued items within school policies and procedures provided to an entire class or clearly defined group • Recognition items given under a school sponsored or classroom incentive system that is documented and applied consistently • Emergency food, clothing, or supplies provided through a documented Pacific Coast Academy process	• Furnishing alcohol, tobacco products, or drugs to students, or failing to report knowledge of such • Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, jewelry, outings, electronics, etc. without the written pre-approval of the Executive Director. • Giving personal loans to students or their families • Soliciting or accepting expensive gifts or favors from students or Parent/Guardians • Offering special privileges, grades, playing time, or recommendations in exchange for affection, loyalty, or secrecy • Frequent or special favors that single out a student for special treatment • Excessive attention toward a particular student

One-on-One Interactions in the School Environment

Acceptable Conduct	Unacceptable Conduct
• Meeting with a student for academic help, counseling, or behavior support in a classroom,	• Meeting alone with a student behind a closed door or in a locked or concealed room, except in

office, or other location that is observable or interruptible (for example, door open or window unobstructed) ● Brief one on one check ins when other adults are nearby and aware ● Scheduling meetings during regular school hours ● Documenting the purpose when appropriate ● Involving Parent/Guardians or designated support staff when serious concerns arise about a student's wellbeing or safety	emergency circumstances (i.e., shelter in-place, lock-down, etc.) ● Repeated one on one meetings that are not documented, scheduled, or known to school leadership ● Undressing in front of a student ● Leaving the school environment alone with a student for a meal ● Sharing a bed, mat, or sleeping bag with a student ● Any meeting that a reasonable person would view as secretive, intimate, or unnecessary for a legitimate educational purpose

One-on-One Interactions in Virtual Programming

Acceptable Conduct	Unacceptable Conduct
● Using school approved and secured video platforms for instruction, counseling, and student support with privacy settings ● Scheduled 1:1 virtual session in advance and recording them in a work-sponsored calendar according to school policies and procedures ● Document 1:1 virtual session to include pertinent information (i.e., date and time, purpose, case notes, etc.) in school-maintained systems (i.e., student information system, roster checklist, school Google Drive) ● Invite a Parent/Guardian or supervisor to join the virtual session when feasible and appropriate ● Explain boundaries, reporting options, and virtual programming rules to students and Parent/Guardians in age-appropriate ways ● Follow all expectations in the policy for physical contact, verbal interactions, and electronic communications during virtual sessions	● Holding 1:1 virtual sessions that are not scheduled, documented, or known to Pacific Coast Academy leadership or others ● Using personal accounts, personal devices, or platforms that are not approved by Pacific Coast Academy to communicate with students in virtual sessions ● Conducting virtual sessions late at night or from locations or settings that are professionally inappropriate (i.e., bed, bathrooms or shower areas) ● Undressing in front of a student ● Having personal, romantic, or sexual conversations with students or sharing personal problems in ways that shift the focus away from the student ● Continuing 1:1 virtual contact with a minor student after the student leaves Pacific Coast Academy programs unless the contact is approved and documented as part of a school procedure

Transportation and Contact Outside the School Setting

Acceptable Conduct	Unacceptable Conduct
● Using school-approved and arranged transportation for trips, events, or competitions with appropriate permission forms ● Maintaining appropriate supervision ratios and itineraries for school events in the community ● Participating in school-sponsored events and	● Transporting a student alone in a personal vehicle except when in accordance with the school's transportation policies and procedures, or in a documented emergency, followed by prompt notice to administration and Parent/Guardian

field trips as part of assigned duties • Following established procedures for sign-in, sign-out, and head counts • Documenting destination, times, and passenger lists for school related transportation • Participating and interacting with students at Pacific Coast Academy school-sponsored activities, performances, and athletic events in a professional manner • Ensuring interactions at events are in the public setting • Communication with Parent/Guardians about school related needs	• Providing regular rides to or from home, practices, or events as a personal favor • Inviting students to a Specified Adult's residence or staying overnight with students • Visiting a student's home without prior authorization from Pacific Coast Academy and Parent/Guardian knowledge • Sitting next to or positioning a student in a way that creates unnecessary physical closeness or privacy • "Dating" or romantic or social relationships with students • Hosting or attending parties where students are present and alcohol or controlled substances are served

Use of Personal Residence and Private Spaces

Acceptable Conduct	Unacceptable Conduct
• Conducting learning period meetings at a mutually agreed upon public space in the community (i.e., library, coffee shop, park)	• Entering a student's bedroom, private living spaces, or hotel room except in an emergency • Going into students' homes during work hours unless there is a special work-related circumstance and express permission has been granted by executive leadership • Sharing hotel rooms with students under any circumstance • Allowing students in your home during working hours • Bringing your own children into PCA students' homes • Bringing your own children to Learning Period Meetings or Professional Development Meetings

Privacy, Personal Information, and Media

Acceptable Conduct	Unacceptable Conduct
• Respecting students' privacy in restrooms and locker rooms • Using staff-designated facilities when available • Using school-approved devices, systems, and procedures to capture or store student information, photographs, or video for school purposes	• Taking photos or videos of students for personal use or storing them on personal devices without authorization • Posting images, names, or identifying information about students on personal social media accounts • Discussing confidential student information in public or through personal email, devices, or applications • Encouraging students to share intimate

	personal information that is not necessary for safety or support

Corporal Punishment

Pacific Coast Academy prohibits corporal punishment. Specified Adults shall not use physical force to discipline students, including hitting, spanking, slapping, grabbing, pushing, shoving, kicking, or forcing a student to perform painful or excessive physical activity as a form of punishment, or otherwise causing physical pain.

This policy does not prevent using the minimum force that is reasonable and necessary allowable by policies and procedures to assist a student who is injured or in medical distress or using physical prompts or support that are part of an approved behavior support plan, Individualized Education Plan (IEP), 504 plan, health plan, or safety plan. Specified Adults shall follow applicable behavior restraint policies and procedures and shall immediately document any incident where significant physical force is used and concurrently notify school leadership.

Personal Care and Assistance

At Pacific Coast Academy, some students require assistance with personal care, toileting, dressing, lifting, feeding, or medical procedures. When providing personal care, Specified Adults shall follow the student's IEP, 504 plan, health plan, or other written support plans.

Personal care shall protect the student's privacy and dignity to the greatest extent consistent with safety and supervision, shall use the minimum physical contact necessary, and shall remain task focused and brief. When reasonably feasible, personal care shall occur in locations designed for that purpose and in conditions that are observable by another adult, such as an open door, a viewing window, or two adults present.

Any unusual incident, injury, or concern that arises during personal care shall be reported promptly to the employee’s supervisor and to the student’s Parent/Guardian. Specified Adults shall receive appropriate training before providing personal care and assistance.

Student-Student Boundaries and Safe Peer Interaction

Pacific Coast Academy expects students to treat one another with respect and to maintain appropriate boundaries in physical, verbal, and electronic interactions.

Pacific Coast Academy shall promote healthy peer relationships and protect students from peer abuse and harassment in all programs and activities. students are prohibited from conduct that includes, but not limited to bullying in any form, harassment, intimidation, hate-motivated behavior, sexual harassment or misconduct, unwanted physical contact, hazing, or cyberbullying.

Staff are expected to intervene when safe to do so and to report incidents or patterns of misconduct using Pacific Coast Academy's complaint, Title IX, and discipline procedures.

Adult-Adult Professional Boundaries and Culture

Adults who work at or with Pacific Coast Academy shall conduct themselves in accordance with all policies and procedures outlined in the Pacific Coast Academy Employee Handbook regarding professional conduct, including,

treating one another with respect, refraining from harassment, discrimination, bullying, and retaliation, and avoid personal relationships that create conflicts of interest in supervision, evaluation, or decision-making related to students.

Pre-Existing Relationships and Small Community Contexts

In some communities, staff may have pre-existing relationships with students or families, including family relationships, long-standing friendships, or shared participation in faith-based, recreational, or cultural organizations. These realities do not remove the obligation to maintain professional boundaries whenever the staff member is acting in a role connected to Pacific Coast Academy.

When community customs involve shared rides, informal childcare, or social gatherings, staff must treat these interactions as visible and transparent, avoid secrecy, and decline involvement when the risk cannot be managed in accordance with this policy.

Electronic Communication and Social Media Boundaries

Expectations

Electronic communication is a routine part of modern education, but private electronic spaces can quickly blur boundaries. Electronic communication between Specified Adults and students is expected to be limited, professional, and primarily conducted through school-approved platforms.

Electronic communication with students shall:

- Serve a legitimate educational or program-related purpose.
- Use Pacific Coast Academy-approved systems and software.
- Abide by all Pacific Coast Academy-policies and procedures governing the use of electronic devices, software, artificial intelligence tools, networks, and electronic communications.
- Be professional in tone, content, and frequency.
- Involve Parent/Guardians or additional adults when appropriate, particularly for sustained one-on-one communication or sensitive issues.

Specified Adults shall not use electronic communication to create or maintain secret, intimate, or informal relationships with students.

Summary of Acceptable and Unacceptable Electronic Conduct

Category	Acceptable Conduct	Unacceptable Conduct
School email and learning platforms	• Using Pacific Coast Academy email and approved platforms for school business • Including Parent/Guardians or another staff member where appropriate and necessary • Keeping messages brief, professional, and related to assignments, schedules, or school	• Using personal email accounts for extended one on one conversations with students • Deleting or altering messages to hide communication with students • Sharing personal photos, jokes, or non-school content that blurs professional roles

	activities	
Text and messaging applications	• Sending group reminders to students and Parent/Guardians using school approved systems • Texting about urgent logistical or emergency issues, when necessary, with a Parent/Guardian or supervisor included when feasible	• Private one on one texting with students that is not school related • Using applications with disappearing messages to communicate with students • Late night or frequent informal texting that creates personal familiarity or dependence
Social media	• Using official Pacific Coast Academy social media pages or groups to share school approved information • Communicating in open group forums that are visible to families and leadership	• Connecting with students or former students who are still minors on personal accounts, including friending or following • Commenting on or reacting to students' personal posts in a way that creates or implies a private relationship • Posting images or video of students on personal accounts or in unapproved platforms or forums
Audio and video calls and virtual platforms	• Using school approved video platforms for instruction and support with privacy settings configured for safety • Conducting virtual meetings during school hours of operations or approved scheduling and in observable or documented formats	• Audio or video calls with students that occur late at night or from personal locations that are not appropriate for professional or school-related interactions (i.e. on bed, bedroom, bathroom or shower areas, etc.) • 1:1 Virtual meetings with students without notice to Parent/Guardians when notice is feasible • Using private accounts to conceal identity, which are not known to Pacific Coast Academy for virtual contact with students on virtual platforms

PHOTOS, VIDEO, AND VIRTUAL ENVIRONMENTS

Specified Adults may capture or use student images, recordings, or virtual participation only for legitimate school purposes, in accordance with Pacific Coast Academy's media release and privacy practices.

Virtual meetings with individual students should be scheduled, documented, and conducted using approved platforms. Staff should avoid conducting virtual meetings from personal spaces that create the appearance of intimacy, such as beds, and should use neutral or virtual backgrounds when feasible.

To support clarity, the following table summarizes acceptable and unacceptable practices related to photos, video, and virtual environments:

Acceptable Conduct	Unacceptable Conduct
• Using Pacific Coast Academy-approved devices, platforms, and applications to capture or store student images, audio, or video for instructional, supervisory, or documentation purposes • Confirming media permissions or release status before publicly displaying or publishing student images or recordings • Framing images and recordings to minimize unnecessary exposure of other students, or personal information • Scheduling virtual meetings with students using approved platforms and documenting the date, time, and general purpose • Using neutral, school-appropriate, or virtual backgrounds during virtual meetings • Positioning devices so that other individuals in the staff member's household are not visible or able to overhear confidential discussions	• Using personal devices, accounts, or cloud storage to capture or retain student images, recordings, or virtual sessions for personal use • Posting student images, names, or identifying information on personal social media accounts or non-approved websites • Recording students in private settings such as restrooms, locker rooms, or changing areas • Capturing or sharing images or recordings that could reasonably be perceived as embarrassing, harassing, or exploitative • Conducting virtual meetings from intimate personal spaces, such as beds, or in attire that would not be acceptable in the school setting • Allowing other household members or third parties to observe or overhear confidential student conversations without appropriate consent or necessity

Reporting Obligations and Response

All adults at Pacific Coast Academy are expected to take concerns about boundaries seriously. Any student, Parent/Guardian, staff member, volunteer, or contractor who becomes aware of suspected boundary violations, grooming behavior, sexual or physical misconduct, or retaliation related to such concerns should report in accordance with the school's policies and procedures.

Reports may be made to:

- The executive director, deputy executive director, or senior directors
- Director of Human Resources; or
- The Title IX Coordinator for sex-based harassment or misconduct.

All mandated reporters must comply with state law regarding the reporting of suspected child abuse or neglect. This duty is personal and cannot be delegated. A report to a supervisor does not replace the obligation to file a mandated report with the appropriate agency.

More information on mandated reporting obligations can be found at: Office of Child Abuse Prevention (OCAP)

Pacific Coast Academy will protect confidentiality to the extent permitted by law and operational needs and will not tolerate retaliation against any person who, in good faith, raises a concern or participates in an investigation. The school may implement interim safety measures, such as changes in supervision, reassignments, or limitations on contact, while concerns are reviewed.

Alleged violations of this policy will be reviewed promptly and, when applicable, coordinated with Title IX procedures, child abuse investigations by external agencies, student discipline processes, and employment or contractor investigations.

Enforcement and Consequences

Violations of this policy undermine the safety and integrity of Pacific Coast Academy. The Executive Director or designee may take appropriate corrective or disciplinary action when a violation is substantiated, consistent with applicable law, collective bargaining agreements, contracts, and organizational policies.

Consequences may include verbal or written warnings, required training or coaching, reassignment or restriction of duties, removal from volunteer service, termination of employment, termination of contracts or campus access, and referral to law enforcement, child welfare, or licensing or credentialing agencies when warranted.

Employee, Volunteer, Contractor Misconduct

Any mistreatment or abuse of a student by an employee, contractor, or volunteer will result in immediate disciplinary action, up to and including termination of employment, contract, or volunteer service.

Pacific Coast Academy will fully cooperate with law enforcement and child protective services in the investigation and resolution of such incidents.

Student-to-Student Misconduct

Pacific Coast Academy will not tolerate abuse, mistreatment, bullying, or sexual activity between students. Any conduct that endangers the safety or well-being of another student will prompt intervention and may result in disciplinary measures, up to and including dismissal from the program.

Nothing in this policy limits Pacific Coast Academy's authority to act more promptly or restrictively when necessary to protect students, staff, or the school community.

Related Policies and Cross References

This policy shall be implemented in coordination with, and does not replace, other Pacific Coast Academy policies and procedures, may including but not limited to:

- Charter School Employee Handbook
- Child abuse and neglect reporting procedures
- Title IX and sex-based harassment policies and grievance procedures
- Bullying and harassment prevention policies and complaint procedures
- Student discipline policies and codes of conduct
- Technology and acceptable use policies, including records retention and privacy
- Volunteer and visitor management procedures
- Field trips, athletics, transportation, and student supervision protocols

Coversheet

Supplemental Cyber Liability Insurance Proposal

Section: III. Other Business
Item: C. Supplemental Cyber Liability Insurance Proposal
Purpose: Vote
Submitted by:
Related Material: TMHCC Quote.pdf

NetGuard® Plus
Cyber Liability Insurance

NETGUARD® PLUS CYBER LIABILITY INSURANCE NON-BINDING INDICATION

Date: September 08, 2026

	Option 1	Option 2	Option 3	Option 4
Maximum Policy Aggregate Limit	$3M	$5M	$3M	$5M
Option Premium	$28,504	$32,938	$32,780	$37,879
Policy Fee (fully earned at inception)	$195	$195	$195	$195
Total Payable Premium	$28,699	$33,133	$32,975	$38,074
LIMITS PER INSURING AGREEMENT				
"NIL" or "N/A" indicates that the Coverage is not included in the quoted premium and that portion of the Policy will not apply.				
Third Party Liability Insuring Agreements (Claims Made and Reported Coverage)				
Multimedia Liability Coverage	$3M/$3M	$5M/$5M	$3M/$3M	$5M/$5M
Security and Privacy Liability Coverage	$3M/$3M	$5M/$5M	$3M/$3M	$5M/$5M
Privacy Regulatory Defense and Penalties Coverage	$3M/$3M	$5M/$5M	$3M/$3M	$5M/$5M
PCI DSS Liability Coverage	$3M/$3M	$5M/$5M	$3M/$3M	$5M/$5M
Bodily Injury Liability Coverage	$250K/$250K	$250K/$250K	$250K/$250K	$250K/$250K
Property Damage Liability Coverage	$100K/$100K	$100K/$100K	$100K/$100K	$100K/$100K
TCPA Defense Coverage	$50K/$50K	$50K/$50K	$50K/$50K	$50K/$50K
First Party Insuring Agreements (Event Discovered and Reported Coverage)				
Breach Event Costs Coverage	$3M/$3M	$5M/$5M	$3M/$3M	$5M/$5M
Post Breach Remediation Costs Coverage	$50K/$50K	$50K/$50K	$50K/$50K	$50K/$50K
BrandGuard™ Coverage	$3M/$3M	$5M/$5M	$3M/$3M	$5M/$5M
System Failure Coverage	$3M/$3M	$5M/$5M	$3M/$3M	$5M/$5M
Dependent System Failure Coverage	$3M/$3M	$5M/$5M	$3M/$3M	$5M/$5M
Cyber Extortion Coverage	$250K/$250K	$250K/$250K	$250K/$250K	$250K/$250K
Cyber Crime Coverage				
A. Financial Fraud Sublimit	$250K/$250K	$250K/$250K	$500K/$500K	$500K/$500K
B. Telecommunications and Utilities Fraud Sublimit	$250K/$250K	$250K/$250K	$500K/$500K	$500K/$500K
C. Phishing Fraud Sublimits				
1. Your Phishing Fraud Loss Sublimit	$250K/$250K	$250K/$250K	$500K/$500K	$500K/$500K
2. Client Phishing Fraud Loss Sublimit	$250K/$250K	$250K/$250K	$250K/$250K	$250K/$250K
3. Phishing Fraud Aggregate Sublimit (C.1. & C. 2 combined)	$250K	$250K	$500K	$500K
Cyber Crime Aggregate Limit (A., B., & C. combined)	$250K	$250K	$500K	$500K
Bricking Loss Coverage	$3M/$3M	$5M/$5M	$3M/$3M	$5M/$5M
Property Damage Loss Coverage	$100K/$100K	$100K/$100K	$100K/$100K	$100K/$100K
Reward Expenses Coverage	$50K/$50K	$50K/$50K	$50K/$50K	$50K/$50K
Court Attendance Costs Coverage	$50K/$50K	$50K/$50K	$50K/$50K	$50K/$50K
Additional Defense Costs Limit: (Not applicable to Bodily Injury Liability, Property Damage Liability or TCPA Defense Coverage)	NIL	NIL	NIL	NIL
Breach Event Costs Outside the Limit Enhancement:	N/A	N/A	N/A	N/A

NetGuard® Plus
Cyber Liability Insurance

DEDUCTIBLES, WAITING PERIODS, PERIODS OF INDEMNITY AND PERIOD OF RESTORATION

	Option 1	Option 2	Option 3	Option 4
NETGUARD® Plus Aggregate Deductible	None	None	None	None
DEDUCTIBLE PER INSURING AGREEMENT				
Deductibles shown below apply to each claim				
Multimedia Liability Coverage	$50,000	$50,000	$50,000	$50,000
Security and Privacy Liability Coverage	$50,000	$50,000	$50,000	$50,000
Privacy Regulatory Defense and Penalties Coverage	$50,000	$50,000	$50,000	$50,000
PCI DSS Liability Coverage	$50,000	$50,000	$50,000	$50,000
Bodily Injury Liability Coverage	$50,000	$50,000	$50,000	$50,000
Property Damage Liability Coverage	$50,000	$50,000	$50,000	$50,000
TCPA Defense Coverage	$50,000	$50,000	$50,000	$50,000
Breach Event Costs Coverage	$50,000	$50,000	$50,000	$50,000
Post Breach Remediation Costs Coverage	$50,000	$50,000	$50,000	$50,000
BrandGuard™ Coverage Waiting Period Period of Indemnity	 2 weeks 6 months	 2 weeks 6 months	 2 weeks 6 months	 2 weeks 6 months
System Failure Coverage				
A. Data Recovery Deductible	$50,000	$50,000	$50,000	$50,000
B. Non-Physical Business Interruption				
Waiting Period	8 hours	8 hours	8 hours	8 hours
Period of Restoration	6 months	6 months	6 months	6 months
Dependent System Failure Coverage				
A. Data Recovery Deductible	$50,000	$50,000	$50,000	$50,000
B. Non-Physical Business Interruption				
Waiting Period	8 hours	8 hours	8 hours	8 hours
Period of Indemnity	4 months	4 months	4 months	4 months
Cyber Extortion Coverage	$50,000	$50,000	$50,000	$50,000
Cyber Crime Coverage	$50,000	$50,000	$50,000	$50,000
Bricking Loss Coverage	$50,000	$50,000	$50,000	$50,000
Property Damage Loss Coverage	$50,000	$50,000	$50,000	$50,000
Reward Expenses Coverage	$50,000	$50,000	$50,000	$50,000
Court Attendance Costs Coverage	None	None	None	None

Coversheet

Approve Minutes

Section: IV. Consent Agenda
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on June 3, 2026
2026_06_03_board_meeting_minutes.pdf

APPROVED

Pacific Coast Academy

Minutes

Regular Board Meeting

Date and Time
Wednesday June 3, 2026 at 6:00 PM

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

Directors Present
Jessica Ackermann, Kim Gill, Patty Adams

Directors Absent
Benjamin Fung, Eric Banatao

Guests Present
Jennifer Faber

I. Opening Items

A. Call the Meeting to Order

Jessica Ackermann called a meeting of the board of directors of Pacific Coast Academy to order on Wednesday Jun 3, 2026 at 6:03 PM.

B. Roll Call of Board Members

C. Public Comments

There were no public comments.

D. Approval of the Agenda

Kim Gill made a motion to Approve the Agenda.
Patty Adams seconded the motion.
The agenda was approved with the removal of Section III, item B: Independent Educational Evaluation (IEE) Policy.

Jessica Ackermann led the meeting since Ben Fung was absent.
The board **VOTED** unanimously to approve the motion.

E. Executive Director Report

II. Finance

A. 2025-2026 Local Indicators

B. 2026-2027 Local Control Accountability Plan (LCAP)

Patty Adams made a motion to Approve the 2026-27 Local Control Accountability Plan (LCAP).
Kim Gill seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. 2025-2026 Proposition 28 Annual Report

Kim Gill made a motion to Approve Proposition 28 Annual Report.
Patty Adams seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. 2026-2027 Budget

Kim Gill made a motion to approve the 2026-2027 Budget.
Patty Adams seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. Education Protection Account (EPA) Resolution and Spending Plan

Patty Adams made a motion to Approve the Education Protection Account (EPA) Resolution and Spending Plan.
Kim Gill seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. 2026-2027 Spring Consolidated Application

Kim Gill made a motion to Approve the 2026-2027 Spring Consolidated Application.
Patty Adams seconded the motion.

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

G. Financials

Patty Adams made a motion to Approve the actuals through April.
Kim Gill seconded the motion.
The board **VOTED** unanimously to approve the motion.

H. PCA School Facilities LLC-Promissory Note & Loan Agreement

Patty Adams made a motion to Approve the Promissory Note and Loan Agreement.
Kim Gill seconded the motion.
The board **VOTED** unanimously to approve the motion.

I. Memorandum of Understanding for Shared Services

Kim Gill made a motion to Approve the Memorandum of Understanding for Shared Services.
Patty Adams seconded the motion.
The board **VOTED** unanimously to approve the motion.

J. SCC Amendment to Shared Use Agreement for Danielson Property

Patty Adams made a motion to Approve the Amendment to the Shared Agreement.
Kim Gill seconded the motion.
The board **VOTED** unanimously to approve the motion.

K. Facilities Use Agreement for Dehesa Records Office

Patty Adams made a motion to Approve the Facilities Use Agreement for Dehesa Records Office.
Kim Gill seconded the motion.
The board **VOTED** unanimously to approve the motion.

L. 13475 Danielson- PCA Lease

Patty Adams made a motion to Approve the lease for 13475 Danielson.
Kim Gill seconded the motion.
The board **VOTED** unanimously to approve the motion.

III. Other Business

A. Consulting Services Proposal: Brave Writer

Kim Gill made a motion to Approve the Proposal for Consulting Services.
Patty Adams seconded the motion.
The board **VOTED** unanimously to approve the motion.

B.

2026-2027 Declaration of Need

Patty Adams made a motion to Approve the 2026-27 Declaration of Need.
Kim Gill seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Conflict of Interest Code

Kim Gill made a motion to Approve the Conflict of Interest Code.
Patty Adams seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Independent Educational Evaluation (IEE) Policy

This agenda item was removed during agenda approval.

E. Liability Insurance Proposal

Patty Adams made a motion to Approve the Liability Insurance Proposal.
Kim Gill seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. 2026-2027 Board Meeting Calendar

Patty Adams made a motion to Approve the 2026-27 Board Meeting Calendar.
Kim Gill seconded the motion.
The calendar was approved with a date change from June 3rd to June 2nd meeting.
The board **VOTED** unanimously to approve the motion.

G. Affirming Board Member Terms

H. 2026-2027 Board Officers

IV. Consent Agenda

A. Approve Minutes

Kim Gill made a motion to approve the minutes from Special Board Meeting on 05-20-26.
Patty Adams seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. 2026-2027 Promotion, Acceleration and Retention Policy

C. Chaperone Policy

D. Field Trip Policy

E. 2026-2027 Compensation Policy and Stipend Chart

F. 2026-2027 Employee Handbook

G. 2026-2027 Parent Student Handbook

H. Resolution Regarding Participation in the Exact Path Program

I. English Learner Master Plan

J. Transportation/Driving Policy

K. Invoices/Purchasing Quotes Over $100,000

L. Approve Consent Agenda

Kim Gill made a motion to Approve the Consent Agenda.
Patty Adams seconded the motion.
The board **VOTED** unanimously to approve the motion.

V. Closed Session

A. Employee Performance Evaluation: Executive Director § 54957(b)

The board moved into closed session at 7:14 pm and ended at 8:24 pm.

VI. Closing Items

A. Executive Director Contract, Salary, and Fringe Benefits

B. Announcement of Next Scheduled Meeting

C. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:25 PM.

Respectfully Submitted,
Jessica Ackermann

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. Please 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. When a member of the public utilizes a translator to address the board, those individuals are granted twice the allotted time. When 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 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)).

DRAFT

Pacific Coast Academy

Minutes

Regular Board Meeting

Date and Time
Wednesday June 3, 2026 at 6:00 PM

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

Directors Present
Jessica Ackermann, Kim Gill, Patty Adams

Directors Absent
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Jessica Ackermann

Prepared By:
Jennifer Faber

Noted By:

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Coversheet

2026-2027 Employee Handbook

Section: IV. Consent Agenda
Item: B. 2026-2027 Employee Handbook
Purpose:
Submitted by:
Related Material: PCA 2026-27 Employee Handbook_Rev 7.01.26_RED 9.02.26.pdf

PCA 2026-27 EMPLOYEE HANDBOOK

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SECTION 1 – WELCOME

Welcome to Pacific Coast Academy!

We are happy to have you join us at Pacific Coast Academy (PCA or School). We believe our School is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of PCA, its personnel policies and procedures, and your benefits as a PCA employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No PCA guideline, practice, manual or rule may alter the “at-will” status of your relationship with PCA.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, PCA reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever PCA determines that such action is warranted. For these reasons, we urge you to check with your supervisor to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

We welcome you and wish you great success and fulfillment at PCA.

SECTION 2 – GENERAL

This handbook serves as a guide for the employer/employee relationship. This handbook applies to faculty and staff at PCA.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or Human Resources. You are responsible for reading, understanding, and complying with the provisions of this handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other PCA document confers any contractual right, either express or implied, to remain in PCA's employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by PCA or you may resign for any reason at any time.

No supervisor or other representative of PCA except the Executive Director, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Further, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

SECTION 3 – PHILOSOPHY

CORE PURPOSE

PCA exists to inspire children to realize their potential to become extraordinary and active members of society.

CORE VALUES

The following three core values are what distinguish PCA from other schools:

- Mentoring – to inspire students to forge their paths in the world
- Passionate – to strive for excellence
- Collaborative – to be active, engaging, and contributing team members

PERMISSION-TO-PLAY VALUES

The following Permission-to-Play values are minimum behavioral standards that all employees must exhibit consistently:

- Innovative
- Dynamic
- Results-oriented
- Data-driven
- Extraordinary
- Confident
- Energetic

STRATEGIC ANCHORS

To ensure success of our core purpose and core values, PCA will use the following two strategic anchors to inform every decision the School makes and the basis for how decisions and actions will be evaluated:

- Academic achievement through relevant curricula, clear expectations, and shared accountability
- Relationship building through mentorship and consistent communication

SCHOOLWIDE LEARNER OUTCOMES

At Pacific Coast Academy, we have goals for our students that are known as Schoolwide Learner Outcomes (SLOs). SLOs are a part of our School culture: they reflect our School vision, the College and Career Readiness standards, and the education of the whole child.

Pacific Coast Academy's Students are:

- **Inquisitive Learners -** Inquisitive learners are investigative, inquiring, ask probing questions, and desire to learn more.
- **Navigators of the Digital World -** Navigators of the digital world who are proficient in the use of technology, media, and online resources.
- **Self-Directed -** Self-directed and motivated students who are able to set attainable goals to achieve academic success.
- **Personalized Learners -** Personalized learners who are able to thrive in the style of education that best fits their individual needs.
- **Independent Critical Thinkers -** Independent critical thinkers who have the ability to problem solve, take ownership, and apply their knowledge to a variety of problems.
- **Responsible Citizens -** Responsible citizens who demonstrate integrity and respect while actively seeking knowledge of local and global issues.
- **Effective Communicators -** Effective communicators who can thoughtfully articulate their thinking with confidence while collaborating with peers.

SECTION 4 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. Certificated applicants are required to provide prospective employers with a complete list of every local educational agency by which the applicant had been employed. Failure to provide a complete and accurate list, or receipt by the School of information from a prior employer, may result in exclusion of the individual from further consideration for employment, or if the person has been hired, termination of employment.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and PCA will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, PCA may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called "employment at will," and no one other than the Executive Director of PCA with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict PCA's right to terminate at-will.

EQUAL EMPLOYMENT OPPORTUNITY

PCA is an equal opportunity employer. In accordance with applicable law, PCA prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race (which includes associated traits, such as hair styles and protective hair styles, e.g., braids, locks, twists, and hair texture), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, transgender identity whether or not the employee is transitioning or has transitioned, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ethnicity (including ethnic group identification and ethnic background), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), genetic information, age (forty (40) and over), sexual orientation, marital status, registered domestic partner status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve members as well as those ordered to duty

or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical and other protected leaves, domestic violence victim status, political affiliation, refusal to participate in an employer-sponsored meeting(s) or employer communications, the purpose of which is to communicate the employer's opinion about religious or political matters, or any other consideration protected by applicable law, or a combination of any of those characteristics. These categories include a perception that the individual has any of these characteristics or a combination thereof is associated with a person who has (or is perceived to have) any of these characteristics or a combination thereof. PCA will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, PCA will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to PCA. An applicant or employee who believes they require an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation they need to perform the job. PCA will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

RELIGIOUS ACCOMMODATION REQUESTS

The School will not discriminate against any individual in regard to compensation or any term or condition of employment because of a conflict with an individual's religious beliefs or observance and any employment requirement. To the extent an employment requirement conflicts with an individual's religious beliefs or observance, the School will explore potential reasonable accommodations and will make a good faith effort to implement reasonable accommodations unless an undue hardship would result. An applicant or employee who believes they require a religious accommodation in order to perform any job requirement should notify Human Resources and request an accommodation.

HARASSMENT

It is the policy of PCA to ensure equal employment opportunity without harassment on the basis of race (which includes, but is not limited to, traits associated with race, including, but not limited to, hair texture and protective hairstyles, e.g., braids, locs, twists, and hair texture), religious creed (which includes, without limitation, to religious dress and grooming practices), gender, gender identity, gender expression, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, age, sexual orientation, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related

protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics or a combination of these characteristics.

PCA prohibits any such harassment in the workplace. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying and that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to PCA (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or School-related social events.

What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the term "harassment" includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:

- Offensive remarks, comments, jokes or slurs pertaining to an individual's race, religion, sex, sexual orientation, gender or gender identity or gender expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including, but not limited to, touching, blocking normal movement or interfering with another's work regardless of the gender of the individuals involved, including, but not limited to threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding work functions in inappropriate venues, such as a strip-club
- Sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee's refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
    - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
    - Submission to, or rejection of, such conduct by an individual is used as a basis for

employment decisions affecting such individual
- Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment

What Is Abusive Conduct/Workplace Bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests. Examples may include:
  - Use of derogatory remarks, insults and/or epithets.
  - Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt School operations and interfere with the privacy of others.

What is Retaliation?

Retaliation against an individual for reporting harassment, discrimination, or for participating in an investigation of a claim of such conduct is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

As used in this policy, "retaliation" means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an "adverse employment action" means conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy: harassing another employee for filing a complaint:, denying employment opportunities; changing an employee's work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the "cold shoulder") when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes they have been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

Responsibility

All PCA employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

Reporting

PCA encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, the Executive Director or Human Resources. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. In addition, PCA encourages individuals who believe they are being subjected to such conduct to promptly advise the offender their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. PCA recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. PCA is serious about enforcing its policy against harassment; however, PCA cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to PCA's attention so it can take whatever steps are necessary to correct the problems.

All employees who witness potential violations of this policy, and particularly supervisors, are required to immediately report such incidents to their immediate supervisor, the Executive Director, or Human Resources. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Human Resources, the Executive Director or the Chair of the Board of Directors, if appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.

Investigation/Complaint Procedure

All complaints of harassment, discrimination, retaliation or abusive conduct will be promptly investigated.

PCA encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

PCA's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

All employees are required to fully cooperate with PCA's investigation. which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, PCA will provide regular progress updates, as appropriate, to those directly involved. PCA will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

PCA may investigate conduct in the absence of a formal complaint if PCA has reason to believe that an individual has engaged in conduct that violates PCA policies or applicable law. Further. PCA may continue its investigation even if the original complainant withdraws their complaint during the course of the investigation.

Any conduct which PCA believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as PCA believes appropriate under the circumstances. Due to privacy protections, PCA may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Conclusion

This policy was developed to ensure that all employees work in an environment free from harassment, discrimination, abusive conduct and retaliation. PCA will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with Human Resources or the Executive Director. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of PCA prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Civil Rights Department (“CRD”) or Equal Employment Opportunity Commission complaint. For information contact the CRD or EEOC. You may find their phone numbers online at www.eeoc.gov and, http://www.calcivilrights.ca.gov respectively.

TITLE IX

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School’s Title IX grievance policy. If the conduct does not fall within Title IX, this policy will

be followed. There may be instances where the conduct falls within both policies and the School will follow both policies. The School's Title IX Coordinator is the Director of Special Programs, Phone: (619) 215-0704, email: schoolsupport@pacificcoastacademy.org.

TRAINING REQUIREMENTS

PCA requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

WHISTLEBLOWER POLICY

PCA is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of PCA policy, specifically the policies contained in PCA's Employee Handbook.

An employee who wishes to report a suspected violation of law or PCA Policy may do so by contacting the Executive Director, Deputy Executive Director, or Human Resources.

PCA expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of PCA policy. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes they have been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the Executive Director, Deputy Executive Director, or Human Resources. Any supervisor, manager, or human resources staff member that receives complaints of retaliation must immediately inform the Executive Director or Chair of the Board of Directors, if appropriate.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality as much as possible (although confidentiality cannot be guaranteed) and consistent with a full and fair investigation. Human Resources and a member of PCA's administration will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

OPEN COMMUNICATION POLICY

We want to hear from you. PCA strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our School and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. PCA is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with their supervisor or the Executive Director. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. PCA will attempt to keep the employee's concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

LACTATION ACCOMMODATION POLICY

PCA provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

Employees requesting an accommodation under this policy should comply with the following requirements:

- The employee should contact their supervisor and Human Resources to submit a request. The team will then work with you to designate a location (if needed) and time to express breast milk under this policy.
- The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

The School will engage the employee in an interactive process with the employee to determine when and where lactation breaks will occur, and will respond accordingly, generally within two business days. The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes they have been retaliated against it should be reported immediately to their supervisor, Human Resources or Executive Director. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at PCA and will be handled in accordance with PCA's policy on discrimination and harassment.

If any employee believes they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may also file a complaint with their supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on the website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

PUBLIC RELATIONS

The success of a school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of PCA and its interest in our School will be formed in part, by PCA employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, PCA, and our School's services.

Below are several things employees can do to help leave people with a good impression of PCA. These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times
- Follow up on requests and questions promptly, provide business-like and personable replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the workweek
- Take great pride in your work and enjoy doing your very best

SECTION 5 – THE EMPLOYMENT PROCESS

EMPLOYEE STATUS AND CLASSIFICATIONS

Each PCA employee is either a "full-time," "part-time," or "temporary" employee and either an "exempt" or "non-exempt" employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 35 or more hours or more each week. Part-time employees are those regularly scheduled to work less than 35 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as a "Certificated employee" or "Classified employee." Some of the policies and benefits described in this handbook depend on how the employee is designated.

Exempt

This category includes all employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Typically, full-time Teachers and Administrators are exempt employees.

Non-Exempt

This category includes all employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime and double time pay as well as meal and rest breaks, as prescribed by law. Typically, all part-time and temporary employees are non-exempt. Additionally, most Classified staff are typically non-exempt employees.

Certificated Employee

Certificated Employees are teachers and administrators and work according to specified days on their board approved staff calendar.

Classified Employee

Classified Employees include those employees hired by PCA that do not primarily instruct students, nor require state certification, such as maintenance, assistants and other operational employees.

WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of

their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director.

PCA reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work "off the clock." Attendance at School-sponsored functions is not compensated unless the supervisor has required you to attend. Employees violating these rules may be subject to disciplinary action up to and including termination.

SPECIAL VIRTUAL CLASSROOM EMPLOYMENT CONDITIONS

Position Responsibilities

- Teachers may be assigned a "Virtual Class" or "Virtual Classes."
- Teachers are provided, at PCA's expense, a computer capable of maintaining a high-speed internet connection for their entire virtual class.
- Teachers must be available each school day from 8:30 a.m. – 5:00 p.m. by internet and/or phone.
- Teachers must be available to conduct virtual classroom sessions as assigned during the school day.
- Teachers must have access to a phone for calling/responding to students/parents during the teacher's scheduled time within two (2) hours by phone or four (4) hours by internet.
- Teachers will use the tracking and monitoring system integrated into the student's assigned course. Teachers will provide continual monitoring of the student's progress and their scheduled benchmarked progress status.
- Teachers will be responsible for all virtual School required record keeping and reporting.

Training

Teachers are required to attend training sessions hosted virtually or in-person. Mileage reimbursement will follow standard PCA protocols and procedures.

Worksites

Most classes will be held virtually. Teachers may work from home.

REMOTE WORK POLICY

The conditions of remote work include, but are not limited to the following:

Employee Expectations

Availability

As a condition of working on a remote basis, the employee must be available for contact via telephone and email and perform work during their normal scheduled hours. For designated meetings and as

requested by the supervisor, staff will be required to have their cameras on, be engaged in the conversation, and be prepared to respond when asked. Unless expressly authorized by their supervisor, non-exempt employees do not have permission to work at any time outside of their scheduled hours. If an employee will not be available for work during their normal hours, the employee must notify and obtain advanced approval from their supervisor.

Timekeeping Requirements

Non-exempt employees working remotely must comply with the School's timekeeping and meal and rest period policies while working remotely. Specifically, employees must accurately record all hours worked remotely in the School's timekeeping system. This means employees must record all times the employee begins, stops, or resumes working remotely. Non-exempt employees are also required to take a meal period while working remotely in accordance with School policies and must accurately record the start and stop times of each meal period. Employees are not required to record the times of any rest periods. If an employee forgets to record any hours worked or the start and stop times of meal periods or experiences any issues with taking required meal or rest periods, the employee must immediately report these issues to their supervisor and Human Resources.

Compliance With School Policies

Employees must comply with all School policies and procedures while working remotely, including, but not limited to, all policies and procedures governing Employee's use of the School's electronic communications and computer systems and Confidential Information, including but not limited to student information.

Leave of Absence

Employees must request and obtain written approval for any leave taken in the same manner as though the employee were not working remotely.

Security Measures

Employees must continue to follow approved safeguards in order to protect the data, property, records and assets of the School. All work product done at the home work area will be treated in the same manner as work product from the School's primary location and is the property of the School. All records, computer files, and correspondence must be safeguarded for return to the School's primary location. Computer files must be regularly backed up and saved. All School property, unless otherwise specifically authorized by a supervisor, must be returned to the School's primary location upon the employee's conclusion of the remote work period. Employee is expected to ensure the protection of student and personnel privacy concerns, including, but not limited to ensuring that no private student information requiring protection by FERPA is disclosed to third parties without the parent's/guardian's consent, protecting School computers from access by third persons, keeping confidential information in locked cabinets and any other protective measures in light of your particular position.

Travel

Employees must remain available to be physically present at the work site as needed by School operations. Employees may not work remotely from other states or locations which prevent physical presence without written permission.

Remote work is not a substitute for dependent care. Employees shall remain available during agreed upon work hours to work for the School.

Workspace Safety

- While working from home, Employee shall maintain a clearly defined workspace that is kept clean, orderly and free from hazardous conditions.
- The work area shall have adequate light so the Employee may successfully perform the requirements of the Employee's job.
- All exits from the worksite shall be free from obstructions.
- All equipment used by Employee (both School provided and Employee owned) shall be in good working condition.
- Employee's desk, chair and other equipment are appropriately designed and arranged to eliminate strain on all parts of the body. Employee shall indemnify Employer for any injury to third parties at the teleworking location.
- If the Employee is injured while performing work in the course of scope of Employee's employment with the School while working at home, Employee shall notify the Employee's supervisor immediately. During work hours and while performing work functions in the designated work area of the home, Employee is covered by worker's compensation, only during agreed upon work hours.

Equipment, Tools, and Materials

- School will supply Employee with necessary office supplies to perform the Employee's job. School will not reimburse Employee for any additionally purchased supplies without the prior written consent of the Employee's supervisor.
- Employee acknowledges that all School provided equipment and tools required for Employee to perform that Employee's job remain the property of the School. The School will provide for repairs to School equipment and tools only. The Employee is responsible for repairs to any Employee-owned equipment or tools used by Employee. The Employee is financially responsible for School owned equipment and tools if any are lost, stolen or damaged because of that employee's intentional conduct, gross negligence, misuse or abuse.
- No one other than Employee shall use any School provided equipment or tools for any purpose and Employee shall only use School provided equipment and tools for business purposes.
- Within three (3) days of written notice, Employee must return School owned equipment for inspection, repair, replacement, or repossession.
- If the Employee's employment is terminated, Employee agrees to return all School owned equipment, tools and materials to School within 48 hours of receiving a shipping label or ability to drop off at a School site.

Miscellaneous

- An employee's ability to work remotely remains at the sole and absolute discretion of the School. As with all of its policies and procedures, the School reserves the right to modify, alter, or

otherwise amend this policy at its sole and absolute discretion.

- Unless otherwise required by law, remote working is voluntary.
- Employee understands that Employee is responsible for tax consequences, if any, of this arrangement.

ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. Employees are expected to report to work as scheduled, on time, and prepared to work. Employees also are expected to remain at work for their entire work schedule, except meal periods, rest periods or when required to leave on authorized School business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. If you are unable to report for work on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify your supervisor personally at the earliest possible moment. In some circumstances, you may be required to provide verification of the reason or documentation for your absence.

More than three instances of non-illness related tardiness by any employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

If you fail to report for work without any notification to your supervisor and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

Absences protected by local, state and federal law do not count as violations of this policy. Paid sick time protected under California law does not count as a violation of this policy.

PROFESSIONAL DEVELOPMENT

Employees are expected to attend and participate in all professional development sessions and other School sponsored training that may be scheduled. While we understand that scheduling conflicts may arise, consistent tardiness, absenteeism and early departures may result in disciplinary action. Mandatory professional development or other mandatory staff meetings that are missed are required to be made up by the employee at the School's sole discretion and at a time scheduled solely in the School's discretion. Failure to participate in mandatory professional development or other mandatory staff meetings may result in disciplinary action.

When an employee attends a School sponsored professional development and/or training, the time spent in attendance shall be counted as time worked. All employees are required to sign-in and out for the purpose of record keeping. These records will serve as the official roster of attendance.

PCA will pay hourly employees for attendance at mandatory training, lectures and meetings outside of regular working hours at the employee's hourly rate. As exempt employees, salaried staff may be required to attend training seminars that may be outside of PCA's normal business hours with no additional pay, including missed professional development or other mandatory staff meetings.

In the event that an employee must leave early or is unable to attend a scheduled training (i.e., Professional Development sessions), during their normal work hours, an employee MUST put in a time-off request according to the time-off policy. Employees will be required to attend make-up sessions of any missed training.

Failure to comply with this policy may result in disciplinary action.

TIME RECORDS (NON-EXEMPT EMPLOYEES)

Non-exempt employees must accurately complete time records within the School's time keeping system on a daily basis. Each time record must show the exact time each work period began and ended, and the meal periods taken. Absences and overtime must be accurately identified on your time record. Any work performed before or after any regularly scheduled work shift must be approved in advance by the employee's supervisor or School leadership. Non-exempt employees are not allowed to work "off the clock." All time actually worked must be recorded. This includes the use of laptops, computers, PDAs or cell phones to check work email, voicemail or to send text messages after hours. You cannot record time and/or submit a time record for another employee. Any errors on an employee's time record should be reported immediately to the employee's supervisor or Human Resources. Submission of your electronic timecard indicates you have certified the hours entered are accurate and you have adhered to all policies and procedures.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact Human Resources with any questions concerning their pay so that inadvertent errors can be corrected.

WORKWEEK AND WORKDAY

PCA's workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M. PCA's standard workday is 12:00 A.M. to 11:59 P.M. (midnight) each day.

OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime or double time. Failure to obtain such approval may subject an employee to discipline, up to and including termination. However, in all cases, the School will compensate its non-exempt employees for all hours worked.

OFF THE CLOCK WORK

PCA prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell phones to check work email, voicemail or to send text messages after hours.

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

Meal Periods

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their meal period no later than 11:59 a.m. The supervisor may schedule the employee's meal periods. The employee may waive this meal period if their workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a "Meal Period Waiver" form. This needs to be completed in advance or immediately as the situation occurs, but in no event after the meal period has been missed. If you are a part-time employee who consistently works 5-6 hours a day and would like to waive your meal break on a regular basis, please note that you will have to fill out a new form every 90 days to continue to waive your meal break. Reach out to HR to receive a copy of the "Meal Period Waiver" form.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee may only waive this second meal period if they have taken the required first meal break of at least 30 minutes and their workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from their supervisor and complete a "Second Meal Period Waiver" form.

Hours Worked	**Number of Meal Periods**
0 hours to 5 hours	No meal period
Over 5 hours to 10 hours	1, 30-minute meal period
Over 10 hours to 14 hours	2, 30-minute meal periods

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed, late or short meal periods on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's timesheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

Hours Worked	**Number of Rest Periods**
3.5 hours to 6 hours	1, 10-minute rest period
Over 6 hours to 10 hours	2, 10-minute rest periods
Over 10 hours to 14 hours	3, 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period immediately as set forth below. The meal period must be accurately recorded on the employee's time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday. Non-exempt employees are expected to return to work promptly at the end of any meal period. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

Reporting Missed, Late or Short/Interrupted Meal and Rest Periods

In addition to reporting it on their time record, any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to their supervisor and complete a Non-Exempt Employee Meal Waiver Agreement. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to their supervisor on the same workday they experienced the non-compliant meal or rest period. If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor 32 asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the noncompliant meal or rest on the Non-Exempt Employee Meal Period Waiver Agreement, or to Human Resources. Non-Exempt Employee Meal Period Waiver Agreement.

PAYDAYS

Employees are paid semi-monthly on the 10th and 25th of the month in accordance with the School's payroll schedule. The Payroll Coordinator or designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have an automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual "payday," the School is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

If a wage garnishment order is received by PCA for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from their supervisor or Human Resources as soon as possible.

OVERPAYMENT OF WAGES

If the School determines a wage overpayment has been made to a School employee, the School will notify the employee of the overpayment in writing, afford the employee an opportunity to respond before commencing recoupment actions and provide the employee with notice of the employee's rights if the employee disputes the existence or amount of the overpayment. Reimbursement shall be made to the School through one of the following methods mutually agreed to by the employee and the School:

- Cash payment or cash installment payments.
- Installment payments through payroll deduction covering at least the same number of pay periods in which the error occurred. When overpayments from the School have occurred for more than one year, the employer may require full repayment from the employee through payroll deductions over the period of one year.
- The adjustment of appropriate leave credits, provided that the overpayment involves the accrual or crediting of leave credits such as vacation leave. Any errors in sick leave balances shall only be adjusted with sick leave credits.

Installment payment amounts deducted from an employee's salary or wages shall not exceed the amounts specified in California Code of Civil Procedure section 706.050. The deductions shall not result in an employee making less than the minimum wage for that payroll period.

Absent mutual agreement on a method of reimbursement, the School will proceed with recoupment by installment payments as provided in bullet (2) above.

If an employee is separated from employment before full repayment of the overpayment amount owed, the School may deduct an amount sufficient to provide full repayment from any money owed to the employee upon separation. If the amount of money owed to the employee upon separation is insufficient to provide full reimbursement to the School, the School shall have the right to exercise any and all other legal means to recover the additional amount owed.

PAYROLL WITHHOLDINGS

PCA is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, PCA must comply with that order within the time

allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in their pay or deductions, PCA will work in good faith to resolve errors as soon as possible. The employee should notify the Payroll Coordinator or designee of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, they should ask Human Resources to explain it. The employee may change the number of withholding allowances they wish to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W4 form and submitting it to Human Resources.

SECTION 6 - CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

PCA employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 no later than the first day of work for pay and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms no later than three business days after they begin work. Former employees who are rehired must also complete the form if they have not completed an I-9 with PCA within the past three years or if their previous I-9 is no longer retained or valid.

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide evidence of your credential including EL Authorization, official transcripts, and/or test scores prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required valid certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your Executive Director and the School with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided. Continued employment is contingent upon verification and maintenance of any applicable licensure and/or credentials as well as any other requirements mandated by law. Credentialing requirements are subject to change at any time at the discretion of the CTC or other governing agencies, and the School is not responsible for providing pathways or support for employees to meet new or updated requirements. Failure to maintain valid credentials and qualifications or satisfy other requirements for the position may result in termination.

If a teacher fails to obtain the appropriate credential, or allows a credential, certificate, registration, or required course deadline to expire, or fails recertification, training, or testing, or otherwise fail to maintain the necessary credential for your assignment, the School reserves the right to suspend the teacher without pay until the teacher's credential is valid, and reserves the right to release the teacher from at-will employment as necessary. Employees' credentials must show as valid on the California Commission on Teacher Credentialing (CTC) website by the Friday before the credential is set to expire. Employees whose credential has expired will not be permitted to report to work, and will be placed on unpaid leave in increments of five (5) work days. For example, if an employee's credential expires on Tuesday, March 7, the credential renewal would need to appear as valid on the CTC website by Friday, March 3. If the employee does not have their credential showing on the CTC website as valid by Friday, March 3, the employee will be placed on unpaid leave for March 6-10. The credential appearing as valid/renewed during the 5-day unpaid leave period does not cancel the 5-day unpaid leave period.

TUBERCULOSIS RISK ASSESSMENT OR TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment within the past 60 days. Employees transferring from other

public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing they were examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's or other approved health care provider's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the School has a valid certificate on file. As a condition of continued employment, all employees will be required to present evidence once every four (4) calendar years that they are free from active tuberculosis. Employees shall be required to provide TB clearance to Human Resources no later than the last Friday business day prior to the expiration date of their current TB clearance. Employees whose TB clearance has expired will not be permitted to report to work, and will be placed on unpaid leave in increments of five (5) work days. For example, if an employee's TB clearance expires on Tuesday, March 7, the TB clearance would be due to HR by Friday, March 3. If the employee does not submit the TB clearance to HR by Friday, March 3, the employee will be placed on unpaid leave for March 6-10. Turning in the TB clearance during the 5-day unpaid leave period does not cancel the 5-day unpaid leave period.

CRIMINAL BACKGROUND CHECK

As required by law, all individuals working or volunteering at the School will be required to submit to fingerprinting and a criminal background investigation.

Applicants and employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with the School.

The School shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

EMPLOYMENT BACKGROUND CHECK

All applicants (certificated and non-certificated) are required to provide the School with a complete list of every local educational agency (LEA) for which the applicant has previously been an employee for an employment background check. If an applicant has been offered a position with the School before all LEAs have responded, any position offered is conditional until the applicant has successfully passed the employment background check. For any applicant that was the subject of any credible complaints of, substantiated investigations into, or discipline for, egregious misconduct as defined in Education Code section 44932(a)(1) that was required to be reported, the School reserves the right to rescind any offers of employment. After reviewing the employment background check results, the School will notify the applicant that the conditional job offer has become final or notify the applicant that the job offer has been revoked because of the results of the employment background check.

CHILD ABUSE AND NEGLECT REPORTING ACT

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this

information or suspicion to a child protective agency or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Failure to meet these obligations can result in a monetary fine and/or jail.

While each employee has the responsibility to ensure the reporting of any child they suspect is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Teachers or staff who become aware of suspected child abuse should report the suspicions as required.

It is extremely important that PCA's employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

Your direct supervisor is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA

All employees are mandated reporters and are required to participate in approved mandated reporter training provided by the School within six weeks of the employee's hire date and annually thereafter within the first six weeks of each school year.

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of their personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to Human Resources. All requests should be put in writing preferably on the form maintained by PCA. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports, or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYEE INFORMATION

An employee is responsible for notifying Human Resources about changes in the employee's personal information and changes affecting the employee's status (e.g. name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change. Employees are able to designate an emergency contact to be notified in the event the employee is arrested or detained on the worksite, during work hours, or during the performance of the employee's job duties, but not on the worksite.

SECTION 7 – PERFORMANCE

PERFORMANCE EVALUATIONS

~~Staff will be evaluated annually or every other year per the Evaluation Policy.~~

~~Staff will meet with their direct supervisor annually to establish and review goals for the school year.~~

~~Any transfers between job titles are always at the discretion of the School and may require an interview and application. Changing positions in the School is not a guarantee. Any transfers while on a Performance Improvement Plan (PIP) will not be recommended. A PIP will follow the employee to the new position and the next school year, if applicable.~~

The School conducts performance evaluations in accordance with its Evaluation Policy.

The evaluation process is intended to safeguard and improve the quality of educational support and services provided to students and families by the Charter School Employees.

Staff are evaluated annually or every other year and are expected to participate in the performance evaluation process and meet established performance expectations and goals.

Transfers, promotions, and changes in position are not guaranteed and are at the discretion of the School and may require an application, interview, or other selection process. Performance history, including active coaching or Performance Improvement Plans (PIP), will be considered when evaluating an employee for another position. Staff who are on an active PIP generally will not be recommended for transfer while the PIP is in effect. The School reserves the right to address performance concerns and take appropriate action when expectations are not met.

SECTION 8 – LEAVES

FAMILY MEDICAL LEAVE ACT

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as possible. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

- The birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child.
- The care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition."
- The "serious health condition" of the employee.
- The care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been

taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any available PTO during unpaid family and medical leave (e.g., for example, any period in which you are not receiving a wage supplement through the EDD). You will also be required to use any available paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or paid sick leave.

Benefit accrual, such as PSL, PTO, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If the employee out on leave chooses not to return to work from a leave allowed by this policy after the expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond their control or because of recurrence, continuation, or onset of a serious health condition.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

Before an employee will be permitted to return from leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.

If you have any questions concerning or would like to submit a request for a family and medical leave of absence, please contact Human Resources. In some instances, FMLA leave and CFRA leave run concurrently and in some instances they do not. FMLA runs concurrently with Pregnancy Disability Leave, while CFRA does not.

CALIFORNIA FAMILY RIGHTS ACT ("CFRA")

Employees may be eligible for CFRA leave only if the School has 5 or more employees for each working day during each of the 20 or more calendar workweeks in the current or preceding calendar year. Eligible employees may request a CFRA leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the CFRA leave of absence.

Ordinarily, you must request a planned CFRA leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A CFRA leave may be taken for the following reasons:

- The birth of an employee's or a domestic partner's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth, adoption or placement of the child.
- The care of the employee's spouse, child, registered or domestic partner, domestic partner's child, parent, parent-in-law, grandparent, grandchild, sibling, or designated person with a "serious health condition."
- The "serious health condition" of the employee; or
- The qualifying exigency related to covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

The definition of child includes any adult child, regardless of the child's age or dependency status.

The definition of "designated person" includes any individual related by blood or association with the employee that is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests leave. Employees are limited to one designated person per 12-month period for family care and medical leave.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under bullet (2) above only if due to a serious health condition, your spouse, child, registered or domestic partner, domestic partner's child, parent, parent-in-law, grandparent, grandchild, sibling, or designated person requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under bullet (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

CFRA leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period. The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much CFRA leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as CFRA will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law. Intermittent leave for baby bonding should be limited to 2-week increments but the School will permit up to 2 requests for intermittent leave in less than 2-week increments.

You will be required to use any accrued vacation during unpaid CFRA leave (e.g., for example, any period in which you are not receiving a wage supplement through the EDD). You will also be required to use any accrued paid sick leave during unpaid CFRA leave that is due to your own serious health condition.

However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or paid sick leave.

Benefit accrual, such as PTO, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If the employee out on leave chooses not to return to work from a leave allowed by this policy after the expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond their control or because of recurrence, continuation, or onset of a serious health condition.

If you do not return to work on the first workday following the expiration of an approved CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law.

Before an employee will be permitted to return from leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.

If you have any questions concerning a CFRA leave, or would like to submit a request for a CFRA leave of absence, please contact Human Resources.

PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor and Human Resources at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Human Resources. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have an equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four

months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any unused allotted sick time during any unpaid portion of pregnancy disability leave (e.g., any period in which you are not receiving a wage supplement through the EDD). Employees may also elect to use any available PTO during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or sick leave.

Benefit accrual, such as PTO, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: 1) the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition entitling the employee to pregnancy disability leave in the first instance, non-pregnancy-related medical conditions requiring other leave or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee's group health plan coverage while out on leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date they intend to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceases to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if they had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days of unpaid leave during a period when the spouse or domestic partner is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of their intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave from deployment; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use unused and available PSL or PTO for this leave.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration leave will depend upon the rate of recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e., FMLA/CFRA if applicable). Human Resources will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact Human Resources.

BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

PCA provides employees who have been employed by PCA for at least 30 days prior to the commencement of leave up to three (3) days of paid bereavement leave, beyond sick or personal time, due to the death of a family member. PCA provides 2 additional unpaid days of leave due to the death of a family member. If an employee has paid sick leave or personal time, the employee may use that time during the unpaid leave. If the eligible employee travels more than 500 miles for bereavement leave, PCA will provide the 2 additional days of leave with pay. This includes a parent (including an in-law and stepparent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. Bereavement leave may be taken intermittently, but the leave shall be completed within three months of the date of death of the family member. PCA reserves the right, in its sole discretion, to request documentation of the death of the family member, so long as the request is made within 30 days of the first day of leave.

Bereavement leave may also be used for covered reproductive loss events as defined in statute. If an employee experiences more than one reproductive loss event within a 12-month period, the employee may not take more than 20 days within a 12-month period. Leave taken for reproductive losses must be completed within three months of the event entitling the employee to that leave, unless the employee is on other leave provided under state or federal law. In that case, the employee shall complete the reproductive loss leave within three months of the end of the other leave. Reproductive loss leave may be nonconsecutive.

JURY DUTY

All employees who receive a notice of jury duty (for an inquest jury or trial jury) must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees may be required to provide a copy of the official jury duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Eligible employees may elect to use any available Sick Leave or PTO during jury duty leave.

TIME OFF TO VOTE

The School will allow any non-exempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever provides the least disruption to the normal work schedule unless the School and the employee agree otherwise. The employee may be required to prove they are a registered voter.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Available PTO may be used for this time off.

SCHOOL ACTIVITIES LEAVE

The School encourages employees to participate in the school activities of their child(ren). If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed daycare facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or daycare facility, to find, enroll or reenroll your child in a school or with a licensed childcare provider and/or to address a childcare provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year.
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor.
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by their supervisor.
- Employees must use existing PTO in order to receive compensation for this time off.
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed childcare/day care facility.

SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's communication, which requests the employee's appearance at the school, to their supervisor at least two days before the requested time off.

This leave is unpaid but the employee may choose to use available PTO. You will not be discharged or discriminated against because of an absence protected by this law.

TIME OFF FOR JUDICIAL PROCEEDINGS AND VICTIMS OF CRIME

The law provides the right for employees to take a leave of absence if the employee is a victim of a qualifying act of violence or if a family member is a qualifying act of violence under the rules described below.

For purposes of this policy, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime: domestic violence, sexual assault; stalking, an act, conduct, or pattern that includes any of the following: 1) in which an individual causes bodily injury or death to another individual, 2) in which an individual exhibits, draws, brandishes, or uses a firearm or other dangerous weapon, with respect to another individual, 3) in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

For purposes of this policy, a "family member" means a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, as those terms are defined in Government Code section 12945.2, or designated person. Designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employee is limited to one designated person per 12-month period for leave.

Leave may be taken for the following reasons:

- Any employee may take leave to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.
- An employee victim may take time off to obtain or attempting to obtain any relief, which includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee victim or the employee's child(ren).
- An employee victim or an employee with a family member who is a victim (as that term is defined in Government Code section 12945.8(j)(8)(C)) may take leave in order to attend judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a postarrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of that person is at issue.
- An employee who has a family member who is a victim may take leave to obtain or attempt to obtain any relief for the family member, which includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.
- An employee victim or an employee with a family member who is a victim (as that term is defined in Government Code section 12945.8(j)(8)(C)) may take leave in order to attend judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a postarrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of that person is an issue.
- An employee who is a victim or who has a family member who is a victim may take leave to seek, obtain or assist a family member to seek or obtain, medical attention for or to recover from

injuries caused by a qualifying act of violence (up to 12 weeks).

- An employee victim, or employee who has a family member who is a victim, may take leave to seek, obtain or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
- An employee victim, or employee who has a family member who is a victim, may take leave to seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.
- An employee victim, or employee who has a family member who is a victim, may take leave to participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- An employee victim, or employee who has a family member who is a victim, may take leave to relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
- An employee victim, or employee who has a family member who is a victim, may take leave to provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
- An employee victim, or employee who has a family member who is a victim, may take leave to seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.
- An employee victim, or employee who has a family member who is a victim, may take leave to prepare for, participate in, or attend any civil, administrative, or criminal legal proceedings related to the qualifying act of violence.
- An employee victim, or employee who has a family member who is a victim, may take leave to seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

As a condition of taking time off for the purposes set forth above, the employee shall give the School reasonable advance notice of the employee's intention to take time off, unless the notice is not feasible.

When an unscheduled absence occurs, the School shall not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the School upon request of the School. Documentation may be from any of the following:

- A police report indicating that the employee or family member of the employee was a victim.
- A court order protecting or separating the employee or a family member of the employee from the perpetrator of the qualifying act of violence, or other evidence from the court or prosecuting attorney that the employee or a family member of the employee has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or a family member of the employee was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or
- Any other form of documentation that reasonably verifies that the qualifying act of violence

occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized by this Crime Victim Leave.

An employee must give reasonable advance notice to the School by providing documentation of the proceeding, unless advanced notice is not feasible.

This leave is unpaid but the employee may choose to use available sick or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

The School will also, to the extent possible and allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The School will provide a reasonable accommodation for an employee who is a victim or whose family member is a victim of a qualifying act of violence who requests an accommodation for the safety of the employee while at work. A reasonable accommodation may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, permission to carry a telephone at work, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence, or referral to a victim assistance organization.

The School is not required to provide a reasonable accommodation to an employee who has not disclosed the employee's status, or the employee's family member's status, as a victim. The School will engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations. In looking at reasonable accommodations, the School will consider an exigent circumstance or danger facing the employee or their family member. The School is not required to undertake an action that constitutes an undue hardship on the School's business operations.

If circumstances change and an employee needs a new accommodation, the employee shall request a new accommodation from the School. Upon receiving the request, the School will engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations.

If an employee no longer needs an accommodation, the employee shall notify the School that the accommodation is no longer needed.

Certifications

The School may request an employee requesting a reasonable accommodation to provide the School with a written statement signed by the employee (or the employee's representative) certifying that the accommodation is for a purpose authorized by this policy. The School may also request certification from an employee requesting an accommodation pursuant to this policy demonstrating the employee's status, or the employee's family member's status, as a victim. If a certification is requested, the School may request recertification of an employee's status, or an employee's family member's status, as a victim, or ongoing circumstances related to the qualifying act of violence, every six months after the date of the previous certification. Any certifications provided shall be maintained as confidential by the School and not disclosed except as required by federal or state law.

An employee may use vacation, personal leave, or paid sick leave (as applicable) that is otherwise available to the employee under the applicable terms of employment.

If the employee is a victim of a qualifying act of violence, the maximum total leave time may be 12 weeks. If the employee's family member is the victim of a qualifying act of violence, the employee may take 5 days off for purposes related to relocation, and may take 10 days off, unless the family member victim is deceased, in which case the employee may take up to 12 weeks of leave. Leave taken under this policy runs concurrently with any leave taken under FMLA and CFRA and does not provide the employee with a right to leave that exceeds that provided under FMLA.

MILITARY LEAVE

California's military leave laws, and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify Human Resources regarding the need for military leave.

Please see Human Resources for more information regarding job reinstatement rights upon completion of military service.

ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize available PTO if you want compensation for this time off. If you do not have any PTO available, you will be permitted to take the time off without pay.

ORGAN DONOR / BONE MARROW DONOR LEAVE

The School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any available paid leave (sick and/or PTO) for organ donation and up to five (5) days of available paid leave (sick and/or PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

The employee will also be given an additional unpaid leave of absence, not exceeding 30 business days in a one-year period, when that employee is an organ donor, for the purpose of donating the employee's organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to receive paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if they had been actively working during this time, but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

DRUG & ALCOHOL REHABILITATION LEAVE

PCA will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. You may use allotted and unused sick leave. All reasonable measures to safeguard your privacy will be maintained.

This policy in no way restricts PCA's right to discipline an employee, up to and including termination of employment, for violation of PCA's Substance and Alcohol Policy.

VOLUNTEER CIVIL SERVICE LEAVE/TRAINING

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so they may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your available sick, and/or PTO if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

CIVIL AIR PATROL LEAVE

PCA provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with PCA for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees are required to give the School as much notice as possible of the intended dates upon which

the leave would begin and end. The School will restore the employee to the position they held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued PTO.

STAFF OUT OF COUNTRY, STATE, OR SERVICE AREA

Pacific Coast Academy is authorized to serve students in the counties of San Diego, Orange, Riverside, and Imperial. Pacific Coast Academy's primary service area is San Diego County.

Non-Teaching staff will be allowed to live outside the State of California, but within the United States of America, with the express written prior permission of Pacific Coast Academy. Homeschool Teachers need to live in areas where students are served unless granted prior permission.

Homeschool Teachers must live in Pacific Coast Academy's primary service area unless granted prior written permission from the Executive Director. Counselors, itinerant teachers, special education assessors, job coaches, and paraprofessionals must live in one of the School's authorized counties of service unless granted prior written permission from the Executive Director. Staff without HST rosters or counseling rosters or serving as an itinerant teacher, special education assessor, job coach, or paraprofessional may be allowed to live outside of the School's primary service area. If an employee lives and/or moves outside of the School's serviced counties travel to School events within the School's primary service area that are part of the employee's job description will be considered commute time and not reimbursed by the School unless otherwise approved in advance in writing by the Executive Director.

In order for Pacific Coast Academy to grant permission, the employee will be required to continue to attend all in person meetings. This includes but is not limited to student meetings, staff meetings, School events, required field trips, testing etc.

Any travel from the employee's residence to Pacific Coast Academy's office in Poway, California is considered to be commute time and will not be reimbursed by Pacific Coast Academy since the employee's place of residence is the employee's choice and for the employee's sole benefit.

The employee will be required to check in at the Poway, California office on any day where the employee attends in person meetings (student meetings, staff meetings, School events, required field trips, testing, etc.) Any missed in person meeting will need to be taken as sick/ vacation or unpaid leave.

Employees are not allowed to perform any work for Pacific Coast Academy while the employee is located outside of the United States of America unless given prior written permission by the Executive Director, or in the case of the Executive Director, the Board of Directors. Any unapproved time taken outside of the United States of America will be taken as vacation leave or unpaid time off, but sick leave may not be used for time taken outside of the United States of America unless otherwise protected by law, such as, but not limited to FMLA.

Any dispute arising out of the employment context between Pacific Coast Academy and the employee will be filed in a court of competent jurisdiction located in San Diego County or with an arbitrator in accordance with an arbitration agreement located in San Diego County and in accordance with the laws

of the state of California without regard to conflict of laws principles.

SECTION 9 – BENEFITS

SCHOOL HOLIDAYS

The School observes the following holidays during the year:

- Independence Break
- Labor Day
- Veterans Day
- Thanksgiving Break
- Winter Break
- Martin Luther King Jr. Day
- Presidents' Break
- Spring Break
- Memorial Day
- Juneteenth

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees (including, but not limited to teachers) are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to their supervisor. The employee may use paid time off (PTO) if the employee has unused PTO available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- Paid time off at the Supervisor's request/approval
- Due to closure of Schools because of inclement weather
- Qualified use of Paid Sick Leave with a doctor's note verifying need for absence

- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved paid time off
- Or as required by law

PAID TIME OFF (PTO)

Full-time 12 month classified employees and certificated directors, and administrators are entitled to paid time off (PTO) according to this policy. PTO days may be used for vacation, personal time, illness, or time off to care for family or dependents.

PTO must be scheduled at least five (5) days in advance and approved by your supervisor, except in the case of an illness or emergency. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible or otherwise as soon as practicable. Employees using extended PTO time (in excess of three (3) days) must submit a request at least two (2) weeks before the extended PTO or, if used as sick time, the employee may be required to submit a doctor's release upon return to work. Your supervisor uses their discretion to approve PTO without advance notice.

Unless used for illness related purposes, PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, testing administration day, or immediately before or after holidays without supervisor's permission.

Full-time, regular Administrative/Classified employees (12-month employees) accrue ten (10) paid vacation days per year. Vacation days are accrued at a rate of 6.667 hours) per month. Once an employee's PTO balance reaches twenty (20) days (i.e., 160 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 20-day cap. PTO days will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

- For both non-exempt and exempt employees, vacation time may be taken in minimum increments of .25 hours. If an exempt employee absents themselves from work for part or all of a workday, they will be required to use available PTO to make up for the absence.
- In the event a non-exempt employee has exhausted their PTO, any additional time off must be approved by their supervisor and will be taken without pay.

  In the event an exempt employee requests to take an entire day off but does not have enough PTO to cover the entire time off, the time off must be approved by their supervisor and the entire day will be taken without pay. However, if the exempt employee works part of the day and has enough PTO to cover the remaining portion of the day, they will receive pay for the entire day.

- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be deemed to have abandoned their job and voluntarily resigned from employment.
- Any employee who converts from full-time to part-time status (less than 35 hours/week) will no longer be eligible for PTO. All accrued PTO will be paid out on the paycheck following the

conversion.

- Upon separation of employment, eligible employees will be paid their accrued, but unused PTO based on their date of separation and their regular rate of pay. Employees are not entitled to pay in lieu of taking vacation except upon termination of employment.
- To the extent permitted by law, PTO accumulated prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.

Full-time 10 and 11 month certificated employees are entitled to personal time off (PTO) according to this policy. PTO days may be used for vacation, personal time, illness, or time off to care for family or dependents.

PTO must be scheduled at least five (5) days in advance and approved by your supervisor, except in the case of an illness or emergency. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible or otherwise as soon as practicable. Your supervisor uses their discretion to approve PTO without advance notice.

Unless used for illness related purposes, PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, scheduled in-person responsibilities or teaching times, testing administration day, or immediately before or after holidays without supervisor's permission. If there is a conflict with scheduled in-person responsibilities or teaching times at the time of the PTO request, it will be denied.

PTO hours are accrued based on the chart below:

Workdays per Position	Start Date									
	7/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-2/28 or 29	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30
191, 196, & 199	4	3	2	1	0	4	3	2	1	0
201, 206 & 212	8	6	4	2	0	8	6	4	2	0

PTO hours will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

- PTO time may be taken in minimum increments of .25 hours.
- In the event an exempt employee requests to take an entire day off but does not have enough PTO to cover the entire time off, the time off must be approved by their supervisor and the entire day will be taken without pay. However, if the exempt employee works part of the day and has

enough PTO to cover the remaining portion of the day, they will receive pay for the entire day.

- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be deemed to have abandoned their job and voluntarily resigned from employment.
- Any employee who converts from full-time to part-time status (less than 35 hours/week) will no longer be eligible for PTO. All accrued PTO will be paid out on the paycheck following the conversion.
- PTO will be rolled over from one year to the next if there is a remaining balance at the end of the school year. Once a 191, 196, or 199 calendar day employee's PTO balance reaches one (1) day (i.e., 8 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 1-day cap Once a 201, 206, or 212 calendar day employee's PTO balance reaches two (2) days (i.e., 16 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 2-day cap.
- To the extent permitted by law, PTO accumulated prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.
- Upon separation of employment, eligible employees will be paid their accrued, but unused PTO based on their date of separation and their regular rate of pay. Employees are not entitled to pay in lieu of taking vacation except upon termination of employment.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

Eligible Employees

All employees (including teachers, part-time and temporary employees) who work for the School more than 30 days within a year in California are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap as set forth in this policy.

Limits on Use

For certificated staff, PSL may be taken in minimum increments of 2 hours. For classified staff, PSL may be taken in minimum increments of 30 minutes. If an exempt employee absents themselves from work for part or all of a workday for a reason covered by this policy, they will be required to use PSL to make up for the absence.

Permitted Use

Eligible employees may use their allotted PSL as follows:

- To take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee, the employee's family member or a designated person.
- For an employee who is a victim, or whose family member is a victim, as defined by law, the purposes described in Government Code section 12945.8(a) and (b).
- To aid or care for a guide dog, signal dog, or service dog, as those terms are defined by Civil Code

section 54.1, of the employee, employee's family member, or the person designated by the employee as identified below.

- If the employee's place of business is closed by order of a public official due to a public health emergency, or the employee is providing care or assistance to a child, whose school or childcare provider is closed by order of a public official due to a public health emergency.
- For purposes related to donating the employee's bone marrow or an organ of the employee to another person or to care for or assist a person for purposes related to that person's donating bone marrow or an organ to another person.
- For family emergencies, employees may use up to 2 sick leave days (up to 16 hours) per school year.
- For covered reproductive loss events as defined in statute. If an employee experiences more than one reproductive loss event within a 12-month period, the employee may not take more than 20 days within a 12-month period. Leave taken for reproductive losses must be completed within three months of the event entitling the employee to that leave, unless the employee is on other leave provided under state or federal law. In that case, the employee shall complete the reproductive loss leave within three months of the end of the other leave. Reproductive loss leave may be nonconsecutive.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, a designated person, the child or parent of a spouse of the employee or those related to the employee by blood or affinity equivalent to a family relationship. "Child" means a biological child, a foster child, an adopted child, a stepchild, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child. "Spouse" means a legal spouse as defined by California law. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. The employee may only designate one person per 12-month period for sick days.

Employees may also use their PSL to receive medical care or other assistance to address qualifying acts of violence, including but not limited to domestic violence, stalking, or sexual assault, that are committed against themselves or a family member.

Accrual

PSL days are accrued as set forth below to eligible employees:

All employees that have worked within California for 30 days are eligible employees that will be awarded PSL beginning on their first day of employment in accordance with the details below:

Workdays per Position	Start Date									
	7/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-2/28 or 29	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30
191, 196, & PT Staff	24	18	12	6	3	24	18	12	6	3
199, 201, 206, & 212	32	24	16	8	4	32	24	16	8	4
228	40	30	20	10	5	40	30	20	10	5

NOTE: Prorated amounts are determined by the percentage available to work during the remainder of the semester.

All employees shall accrue 24 hours by the employee's 120th day of employment and 40 hours by the employee's 200th day of employment.

Carry Over and Caps on Accrual

The maximum amount of PSL that an employee may accrue is 80 hours for the school year. Carry over into the next year is subject to a cap of 18 days or 144 hours for full-time employees. An employee will be awarded the number of hours from the above chart at the start of each semester based on their time of service unless they have already met the cap of 144 hours. Once the maximum accrual is reached, employees stop accruing until the next semester frontload and the amount of accrued sick leave is below 144 hours. Accrued and unused sick leave carries over from year to year, subject to the 144 hour accrual cap. At no time may an employee accrue more than 144 hours. Part-time employees will be capped at 80 hours.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable. Subject to applicable law, in the event that five (5) or more consecutive work days of sick leave are used, the employee must provide a health care provider's certificate for any absence due to illness or injury. The School also may require a health care provider's certification that an employee has been released to return to work before the employee is permitted to return after an illness or injury.

Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under PCA's health plan when a

"qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at PCA group rates plus an administration fee. PCA or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under PCA's health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

If you are a full-time regular employee contributing to a teacher's retirement system (PERS/STRS), your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your spouse, or former spouse, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

PCA withholds income tax from all employees' earnings and, if elected, participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

PENSION2 403(B) AND 457(B)

Pension2 is available to all staff members, certificated and classified. Pension2 offers voluntary supplemental savings plans including 403(b) and 457(b) plans with low costs and flexible investment options. The 403(b) plan includes an employer match - 100% of your contributions are matched, up to 5% of your annual BASE contract salary.

If you would like to learn more and enroll in Pension2, South Support Site Pension2 403(b) and 457(b) informational videos provide an overview of what is available and how to enroll. For more information contact Pension2 customer service: (888) 394-2060.

Employer matches are subject to changes, as approved by the Board.

STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from Human Resources.

PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which

is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption) or participate in a qualifying event because of a family member's military deployment to a foreign country. The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided by the state concurrently while an employee takes an eligible leave of absence under PCA policy and applicable law.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, they must report the injury immediately to their supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

RETURN-TO-WORK POLICY

PCA strives to assist employees to return to work at the earliest possible date following an injury or illness. A return-to-work program has several benefits for both the School and employees by minimizing time lost from work.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA). Inquiries about the ADA, FMLA or CFRA should be directed to the human resource department (HR).

PCA defines "transitional work" as temporary, modified work assignments within the worker's physical abilities, knowledge and skills.

When possible, transitional positions may be made available to qualified employees to minimize or eliminate time lost from work. The School cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

Procedures

If a health care provider releases the employee to return to work on modified duty and has completed the return-to-work and job description forms, the employee should return the forms to HR within 24 hours or as soon as practicable. The employee cannot return to work without the release from the health care provider.

HR will review the return-to-work form and determine a transitional position for the employee if appropriate and transitional work falls within the School's operational needs. A transitional position job description, including physical requirements, will be prepared for review and approval by the employee's health care provider.

Transitional positions are developed based on the physical capability of the worker, the needs of the School, and the availability of transitional work. PCA will determine appropriate work hours, shifts, duration and locations of all work assignments. The School reserves the right to determine the availability, appropriateness and continuation of all transitional work assignments.

It is the responsibility of the employee to provide HR with a current telephone number and address, so the employee may be contacted. The employee must notify HR immediately of any and all changes in medical conditions.

It is the responsibility of the employee and the employee's supervisor to notify HR immediately of any work-related injuries, if the employee misses time from transitional work or of any changes to transitional work assignments.

The employee will be asked to sign the notice indicating their acceptance or refusal of the transitional work job offer and to return the notice to HR.

Any employee returning to a transitional position must not exceed the duties of the position or go beyond the restrictions indicated by the health care provider. If any medical restrictions change, the employee must immediately notify their supervisor and provide the supervisor a copy of the new medical release.

Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the health care provider.

UNPAID LEAVE

When an exempt salaried employee does not have any available PTO or PSL and there is a need for time off, they must take the whole day unpaid. Exempt salaried staff members cannot take partial days off as unpaid leave.

At the discretion of the Executive Director, an employee may request up to thirty (30) days of unpaid personal leave. Leaves of this type are typically granted for those who would not qualify for the Family Medical Leave Act or California Family Rights Act. Typically, unpaid personal leave may be granted for a serious health condition that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider of your spouse, child, parent, or registered domestic partner and requires your care or assistance as certified in writing by the family member's health care provider.

Personal leaves, if granted, are without pay and will be considered on the basis of the employee's length of service, performance, responsibility level, and the impact of the leave on our School. Employees will be required to use sick and/or PTO hours, if available. An extension beyond thirty (30) days may be considered on a case-by-case basis but shall not exceed ninety (90) days (90 total days in a twelve-month period).

Ordinarily, you must request a planned unpaid personal leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as possible. You should use the School's request form, which is available upon request from Human Resources.

Benefit accrual, such as PSL, PTO, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. Human Resources will contact employees taking personal leave regarding health and supplemental benefit continuation.

SECTION 10 – EMPLOYEE COMMUNICATIONS POLICY

COMMUNICATIONS POLICY

Every employee is responsible for using PCA's computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the internet ("Communications Systems"), properly and in accordance with this policy. Any questions about this policy should be addressed to the employee's immediate supervisor.

The School has provided each staff member with a laptop for the purpose of performing all School related functions. It is required that all staff use School issued laptops and refrain from using personal computers for School business, unless staff receives prior written permission from their supervisor to use a personal computer for a limited period of time.

The School and technology department utilize best practices for securing and maintaining laptops. The efforts and systems used are in place to:

- Create a secure, reliable and safe computing environment
- Prevent data loss, including Personally Identifiable Information (PII), confidential or proprietary information
- Have data and management safeguards in place in the case of lost or stolen laptops
- Reduce overall risk of identity theft, work stoppage, data loss/ransoms, etc. and maintain compliance with Cybersecurity Insurance policies

School staff:

- SHOULD NOT use a personal computer/laptop to perform regular work duties
- SHOULD NOT store any PII, confidential or proprietary information to a personal device

The School acknowledges that using email and viewing/editing documents via a personal computer/laptop may occur and is allowed only in limited circumstances with prior written permission.

The School and technology department require that all staff implement MFA (multi factor authentication) wherever possible and require that any instance of a lost personal device that has ever accessed your School email/Drive/systems be reported to the technology department and your supervisor immediately so your passwords can be reset and accounts secured, especially critical in the case of saved passwords on a personal device.

Failure to adhere to this policy may result in discipline, up to and including potential termination.

The Communication Systems are the property of PCA and have been provided for use in conducting PCA business. All communications and information transmitted by, received from, created, or stored in PCA's Communication Systems are records and property of PCA. The Communication Systems are to be used for School purposes only. Employees may, however, use PCA technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for

pecuniary gain, does not conflict with PCA business, and does not violate any PCA policies:

- To send and receive necessary and occasional personal communications.
- To use the telephone system for brief and necessary personal calls; and
- To access the internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided employees adhere to all other usage policies.

No Expectation of Privacy

PCA has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the internet, and reviewing Email, voicemails, and instant messages sent and received by users. Further, PCA may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of PCA's Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from PCA's Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish PCA's right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed PCA upon request for any reason that PCA, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send, or receive on the Communication Systems.

Notwithstanding the foregoing, even though PCA has the right to retrieve, read, and delete any information viewed, created, sent, received, or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of the Executive Director.

Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on PCA letterhead.

Offensive and Inappropriate Material

PCA's policy against discrimination and harassment, sexual or otherwise, applies fully to PCA's

Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or any other characteristic protected by law) may not be downloaded from the internet or displayed or stored in PCA's computers. Likewise, material or graphics political in nature are not allowed to be used or displayed during work hours. Employees encountering or receiving this kind of material should immediately report the incident to their Executive Director.

PCA may (but is not required) to use software to identify inappropriate or sexually explicit internet sites. Such sites may be blocked from access by PCA networks. Employees who encounter inappropriate or sexually explicit material while browsing on the internet should immediately disconnect from the site, regardless of whether the site was subject to PCA's blocking software.

Licenses and Fees

Employees may not agree to a license or download any material over the internet for which a registration fee is charged without first obtaining the express written permission of the Executive Director.

Games and Entertainment Software

Employees may not use a PCA internet connection to download games or other entertainment software, or to play games over the internet.

Confidential Information

Employees may not transmit information over the internet or through email that is confidential or proprietary. Employees are referred to PCA's "Confidential Information" policy, contained herein, for a general description of what PCA deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

Copyrights and Trademarks

PCA's Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Executive Director. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any PCA approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of PCA, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of PCA."

Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to

the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary voicemails, Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the internet through a computer attached to PCA's network must do so through an approved internet firewall. Accessing the internet directly by modem is strictly prohibited unless the computer you are using is not connected to PCA's network.

Files obtained from sources outside PCA including disks brought from home; including files downloaded from the internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by students, parents, or vendors, may contain dangerous computer viruses that may damage PCA's computer network. Employees should never download files from the internet, accept email attachments from outsiders, or use disks from non-PCA sources, without first scanning the material with PCA approved virus checking software. If you suspect that a virus has been introduced into PCA network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of this Policy

PCA reserves the right to modify this policy at any time, with or without notice. PCA may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources, which shall control in the event of a conflict.

PROHIBITED VIRTUAL PRIVATE NETWORK (VPN) AND REMOTE ACCESS POLICY

This policy is to provide guidelines on virtual private network (VPN) and remote access connections. Security controls are in place that maintain network and location visibility over staff endpoints in order to preserve network integrity and ensure employee accountability. Network tunnels and VPNs can circumvent these security controls and create opportunities for unauthorized access, data breaches, privacy concerns, compliance issues, and other security related incidents.

Definitions

Virtual Private Network (VPN) - Specialized software that hides real digital locations from websites and apps by sending internet traffic through a secure server in a different city or country.

Secure Shell (SSH) - Common tool that creates a safe, encrypted tunnel between a local machine and a remote computer over the internet. While it is mostly used by tech workers to manage servers, it can also redirect internet traffic to hide real locations.

The Onion Router (TOR) - Free tool that hides internet activity. It bounces web traffic through many secret computers around the world. This process scrambles data and can prevent administrators from seeing location data and web site visits.

Proxy Software - Software that sits between a computer and the internet. It takes web requests, sends them for a user, and brings the data back. This can interfere with determining an accurate location.

Domain Name System (DNS) - The internet phone book. It translates human website names into computer IP numbers. Changing these settings can obscure location services.

Scope

This policy applies to all employees, contractors, third-party vendors, and partners utilizing School issued devices, or accessing school networks and cloud environments via personal devices.

Prohibited Activities

Personal Tunnels: Employees must not install, configure, or use personal or consumer-grade Virtual Private Networks (VPNs) on any School issued device.

Browser Extensions: The use of commercial or free VPN extensions, proxies, or anonymizers within web browsers on School assets is strictly prohibited.

Protocol Bypasses: Employees are prohibited from intentionally routing traffic through unauthorized encrypted tunnels, SSH tunnels, TOR browsers, or proxy software to bypass internal corporate firewalls or web filtering systems.

Network Tampering: Modifying device network routing tables, Domain Name System (DNS) configurations, or disabling school security agents to facilitate unauthorized tunnels is a violation of this policy.

Permitted Exceptions

Only employees with legitimate business use cases approved by executive leadership may utilize VPNs on School issued devices.

Only approved, IT-managed remote access VPNs on School issued devices may be used to connect to school networks.

Compliance and Enforcement

School devices are continuously monitored for unauthorized software installations and anomalous network connections. Violations of this policy will result in immediate revocation of access and may lead to disciplinary action, up to and including termination of employment.

SOCIAL MEDIA AND VIDEO CONFERENCING POLICIES

PCA has adopted the following policy with regard to employees' behavior on social networking sites including but not limited to Facebook, Twitter, LinkedIn, Pinterest, Instagram, Snapchat and YouTube. PCA has also adopted a policy regarding employees' behavior during video conferencing. If you wish to use

networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, School-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you

know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.

- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.
- Do not take any photos, videos, or other media in the workplace or on the School's premises or at School functions without permission of the School. It is your responsibility to ensure that your posts do not contain any prohibited information, or Confidential Information, including, but not limited to, photos, videos, or other media referencing or relating to student information, even if the student(s) is/are not specifically identified by name but could be easily determined or may be perceived as identifying any student or group of students. Violations may result in disciplinary action, up to and including termination.
- Supervisors who "friend" subordinates on social media accounts (whether personal or School accounts) are responsible for abiding by this policy at all times and immediately reporting any violations of this policy to. Failure to do so may result in disciplinary action, up to and including termination.

Employees are not to initiate "friendships" with students or parents. Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Employees must delete any students already on their "friends" list immediately. Employees should also be aware that participation in social media, even in a private setting, may not remain private and posts may become public knowledge and/or reported to the School.

Employees should weigh whether a particular posting or explicit/implicit message puts their effectiveness as a School employee at risk. PCA encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

Personal or Professional Blogs

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Employees may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the Executive Director.

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources. Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and

seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

Failure to comply with PCA's social media policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

PCA attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them if the loss is due to willful misconduct or gross negligence.

Staff Equipment

Each staff member assigned devices and will be charged for any damages, loss or theft to the laptop caused by willful misconduct or gross negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used.
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures.
- Keep food and drinks away from all computing devices and work areas.
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
    - Immediately report the incident to their immediate supervisor and/or Executive Director.
    - Obtain an official police report documenting the theft or loss; and
    - Provide a copy of the police report to their immediate supervisor or Executive Director.

If the employee fails to adhere to these procedures, the employee may be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

There is no expectation of privacy in School equipment. The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring, and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

CELL PHONE POLICY

Generally personal cell phone use is not permitted while you are working. Cell phones should be turned off and stored with your other personal belongings while you are working.

Notwithstanding the foregoing, employees may, in the event of an "emergency condition," access their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety. For purposes of this policy, an "emergency condition" is defined as:

- Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or
- An order to evacuate a workplace, a worksite a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

If you are required to perform business on a cell phone for PCA while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages, and email.

If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

Telephone Calls and Texting

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

NO SOLICITATION/DISTRIBUTION POLICY

PCA's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Executive Director is required before anyone can post any information on commercial on-line systems or the internet.

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, PCA has established the following policy concerning solicitation and the

distribution of written materials other than those directly related to the School's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed, or controlled by PCA.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Additionally, distribution of written materials of any kind by PCA employees is prohibited at all times in all working areas on School premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by PCA.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School. PCA must approve any postings prior to posting.

PCA reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the School's business.

Employees are required to leave School premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on School premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from their supervisor.

Definitions

School "premises": property owned, leased, operated, managed, or controlled by the School, including buildings, parking lots, and play areas that the School has the right to use exclusively or in common with others, vehicles owned or operated by the School.

Work time: any time when employees are engaged in or required to be performing work tasks or are otherwise "on the clock.". Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the School where employees are performing work, except, employee break areas, and parking lots (non-work areas).

Employee Responsibility

If you have a need to solicit and/or distribute materials on School premises, it must be in compliance with this policy. If you have questions, talk with Human Resources. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other

employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to your supervisor.

ANTI-NEPOTISM POLICY

Policy Statement

It is the policy of PCA to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between a PCA decision-maker and their Family Member. This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all PCA board members, employees, individual consultants hired or retained by PCA, and School Services Providers hired or retained by PCA.

Relationships between PCA board members, employees, consultants, or School Services Providers are permissible under the following circumstances:

- Family Members of PCA board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.
- Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, in the discretion of the PCA Board of Directors.
- Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be in the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services Provider(s), or in the case of a board member, in the discretion of the PCA Board of Directors.

Definitions

“Family Members” include an employee's parent, child (natural, adopted, or legal guardianship), spouse, domestic partner, brother, sister, grandparent, grandchild, step-relationships within the preceding categories, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, and father-in-law.

“Nepotism” describes a work-related situation in which there is the potential for favoritism toward a Family Member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.

“School Services Provider” shall mean any provider of School services to PCA, and in the case of an organization shall mean be the responsible individual at such organization that provides School services to PCA.

Procedures

When a Family Member of a current PCA board member, employee, individual consultant, or School Services Provider applies to become a board member or employee, or requests to be a consultant or School Services Provider, the Family Member's application/request must be denied if a conflict under this policy exists (*e.g.*, if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other). Special circumstances may be reviewed by the Board in the event that PCA's best interests would be served otherwise.

When a Family Member of a current PCA board member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within PCA, the Family Member's application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict, if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or School Services Provider to state whether they have a Family Member who is presently employed by or on the board of PCA, but such information may not be used as a basis for an employment decision except as stated herein.

When a relationship that creates a conflict with this policy occurs during employment, PCA will attempt to arrange a transfer or change in position/duties to eliminate the conflict. If a suitable transfer/change in position/duties is not available, one of the employees may be separated from service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved and PCA. If a mutual agreement is unattainable, the Board will determine, in PCA's best interest, which employee is to be transferred or separated.

Responsibilities

The Executive Director or designee shall coordinate with the current employee's direct supervisor to develop appropriate plans to ensure that a Family Member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Executive Director or designee will deny the application for employment. Special circumstances may be reviewed by the Board in the event that PCA's best interests would be served by the employment of a Family Member.

The Executive Director or designee shall investigate reports of Nepotism and take appropriate action. Employees are required to disclose changes in their personal situations to the Executive Director or designee which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the Executive Director.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to any building or office are responsible for their safekeeping.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any School key is not allowed and strictly prohibited. It is against

School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your School keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Executive Director.

The last employee, or a designated employee, who leaves the office and /or the School site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on School property before or after hours without prior authorization.

INTERNAL INVESTIGATIONS & SEARCHES

From time to time PCA may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

In PCA's discretion, employees' work areas (i.e., desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for PCA property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to PCA. PCA will generally try to obtain an employee's consent before conducting a search of work areas, but it may not always be able to do so. Employees have no expectation of privacy in their work areas.

VIOLENCE IN THE WORKPLACE

PCA has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect PCA or which occur on PCA property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on PCA premises, regardless of the relationship between PCA and the parties involved
- All threats or acts of violence occurring off PCA premises involving someone who is acting in the capacity of a representative of PCA

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or their family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy PCA property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

PCA's prohibition against threats and acts of violence applies to all persons involved in PCA's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers, and anyone else, including parents on PCA property. Violations of this policy by any individual on PCA property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to their Executive Director.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to their direct supervisor, school leadership, and Human Resources.

There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence. To obtain a copy of the School's Workplace Violence Prevention Plan, please contact Human Resources – HRHelp@pacificcoastacademy.org.

SECTION 11 – STANDARDS OF CONDUCT

PERSONAL STANDARDS

To maintain a professional, welcoming, and distraction-free environment for students, families, and colleagues, all staff are expected to adhere to the following dress code guidelines. These standards are in place to reflect the School's commitment to service excellence, inclusivity, and professionalism.

SCHOOL DRESS CODE

General Appearance

Staff should present a clean, neat, and professional appearance at all times. Clothing should be appropriate for a public service setting and must not interfere with the performance of duties or the comfort of others.

Acceptable Attire

- School issued shirts and hats
- Business casual or professional attire (e.g., polo shirts, blouses, slacks, khakis, dresses, skirts).
    - Library Staff must wear school-issued shirts when interfacing with families. School-issued hats are acceptable for outdoor events but optional.
    - If you are in a position where you are working ~~moving items~~ outdoors, mid-thigh length ~~knee-length~~ shorts without rips, holes, etc. are acceptable.
- Comfortable footwear suitable for extended standing or walking. *If you are in a position where you are moving items or furniture, please wear closed-toe shoes.
- Name badges must be worn when interfacing with families

Unacceptable Attire or Accessories

- Clothing with offensive or inappropriate graphics or language
- Excessively casual items such as pajama pants, shorts, yoga pants, crop tops, tank tops, or ripped jeans
- Jeans or slacks with embellishments, such as patterned fabric, sequins, or embroidered designs
- Short skirts more than 3 inches above the knee
- Visible undergarments or clothing that is excessively revealing

Tattoos

Visible tattoos are permitted provided they are not offensive, obscene, or discriminatory in nature. Tattoos that may be perceived as inappropriate in a professional or customer-facing environment must be covered during work hours.

Teeth and Oral Accessories

To maintain a professional appearance and minimize distractions:

- Visible dental jewelry (e.g., tooth gems, grills, or other ornamental tooth accessories) is not permitted while on duty.

- Staff may wear clear or medically necessary dental devices, provided they do not detract from a professional appearance.

Hair

Hair should be clean and neatly groomed. Hairstyles should not be distracting in the workplace and should reflect a professional appearance.

STAFF-STUDENT INTERACTIONS

Boundaries Defined

For the purposes of this policy the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust. Boundary violations may lead to discipline up to and including termination.

Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member’s perspective, but some of these activities can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, inappropriate sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring they do not cross the boundaries as written in this policy. If a student specifically requests that they not be touched, then that request must be honored. Violations could subject the teacher or staff member to discipline up to and including termination. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy and the Professional Boundaries Policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Executive Director. It is recommended that any such gifts be filtered through your Senior Director along with the rationale therefore.
- Staff are not permitted to contact students through any of the following methods unless the communication is school-related, uses approved platforms, and includes a parent/guardian or

another staff member:

- Personal emails or text messages
- Comments on students' social media accounts
- Phone calls
- Notes or letters
  - Any communication through private or unapproved platforms

- Private social media accounts may not be used to communicate with students under any circumstances.
- Any communication with students that could be perceived as “flirting”
- Kissing of ANY kind
- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one’s lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- “Dating” or “going out with” a student
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from School
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from School or School activities without parental permission
- Being alone in a room with a student at School with the door closed
- Going into PCA students’ homes during work hours unless there is a special work-related

circumstance and express permission has been granted by executive leadership

- Bringing your own children into PCA students' homes
- Bringing your own children to LP Meetings
- Bringing your own children to Professional Development Meetings
- Having your children visible or audible when conducting any work-related duty
- Allowing students in your home during work hours
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student

Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any School activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off School property for activities such as field trips or competitions
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to School activities or classes (communication should be initiated via School-based technology and equipment)
- Keeping the door open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior-staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular School hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend oneself, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Reporting

When any staff member becomes aware of another staff member, volunteer, guest or vendor having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, they must report the suspicion to their immediate supervisor or the Executive Director promptly. Reasonable suspicion means it is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Investigating

The School will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as it deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e., our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor or the Executive Director. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Executive Director.

STANDARDS OF CONDUCT AND CIVILITY

At PCA, we are committed to upholding the highest standards of personal integrity and conduct. These standards are based on our dedication to treating people with dignity, respect, and civility, and taking individual and collective responsibility for our conduct. The manner in which we conduct ourselves defines us and how we are perceived by others. As School employees, we also serve as role models to our students.

PCA employees are accountable for integrity in conduct and for the consequences of their actions or inactions. The highest of ethical standards are expected in all matters internal, as well as with students, parents, and the community at large. All employees and any individuals acting on behalf of PCA are required to conduct themselves in compliance with the essence of this Standards of Conduct and Civility policy. Any concerns must be promptly reported to a supervisor or the Human Resources. Failure to

comply with this policy may result in disciplinary action, up to and including termination.

Children must have adult supervision at all times. Separate, specific supervision of staff members' children must be secured (at employee's expense) while staff members are performing work duties.

CIVILITY

- Everyone treats each other with civility, dignity, respect and professionalism at all times
- Employees exercise emotional self-control and sensitivity to feelings of others not with blame or recrimination
- Employee behavior supports an environment where everyone feels safe, secure and respected.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's
- Damage, defacing, unauthorized removal, destruction, theft, deliberate or careless damage or loss of any School property or the property of any employee or third-party
- Provoking a fight or fighting during working hours or on School property
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School
- Any conduct that has gained sufficient notoriety so as to impair the employee's School-related relationships
- Any willful conduct that endangers the safety, health or wellbeing of another individual
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the School
- Unprofessional conduct
- Immoral or indecent conduct
- Intimidating or interfering with other employees
- Unfitness for service
- Violation of the Substance and Alcohol policy
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of administration, or the use of abusive or threatening or abusive language toward a supervisor or member of administration
- Inefficiency including deliberate restriction of output, carelessness or unnecessary waste of time and materials, neglect of job, duties or responsibilities
- Unreported absence on scheduled workdays unless otherwise excused
- Excessive tardiness or absenteeism unless otherwise excused

- Unauthorized use of School equipment, time, materials, facilities, or the School name
- Sleeping or malingering on the job
- Gambling on School premises
- Conducting personal business during business hours and/or unauthorized use of School equipment for personal reasons
- Failure to observe working schedules, including the required rest and meal periods
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited
- Distributing unauthorized literature or any written or printed material during working time or in work areas ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work absent extenuating circumstances
- Failure of an employee to obtain permission to leave work for any reason during normal working hours
- Abuse of sick leave
- Violation of the Communications Policy
- Violation of the Standards of Conduct and Civility Policy
- Violation of the Conference and Off-Site Event Conduct Policy
- Failure to provide a physician's certificate when requested or required to do so
- Violating the School's Personal Standards or dress code
- Breaching confidentiality
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours
- Violation of any safety, health, security, or School rule
- Negligence or other conduct leading to the endangerment of harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.
- Failure to possess or maintain the credential or certificate or license required of the position.
- Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing

CONFERENCE AND OFF-SITE EVENT CONDUCT

While conferences and off-site events may include social components outside of standard working hours, employees are expected to conduct themselves in a manner consistent with the School's professional standards at all times during such events.

Code of Conduct Applies at All Times

Employees are reminded that the School's Code of Conduct, Harassment Policy, and Alcohol & Substance

Use Policy apply during all work-related travel, conferences, off-site events, and after-hours gatherings associated with such events, regardless of whether the event is “on the clock.”

Alcohol Consumption

Moderate alcohol consumption may be permitted at certain School-sponsored events; however, it is only allowed after business hours and once all work sessions have concluded. Employees who choose to consume alcohol do so of their own accord. The School does not encourage alcohol consumption, nor will any School funds be used to purchase alcohol. Employees are expected to drink responsibly and maintain appropriate behavior at all times. Excessive drinking, public intoxication, or any conduct that reflects poorly on the School or causes discomfort to others is strictly prohibited.

Personal Relationships

While the School respects employees’ personal lives, romantic or sexual relationships between coworkers during School events—including after hours—can lead to complications, perceptions of favoritism, or harassment claims. All employees are expected to avoid inappropriate behavior, maintain professionalism, and comply with the School’s policies on sexual harassment, conflict of interest, and disclosing workplace romantic relationships.

Harassment-Free Environment

All employees must maintain a harassment-free and inclusive environment. Unwelcome advances, suggestive behavior, or any conduct of a sexual nature that could make others uncomfortable may result in disciplinary action, up to and including termination.

Accountability

Employees who fail to meet these expectations may be subject to disciplinary action, including but not limited to warnings, removal from future travel privileges, or termination. Managers are expected to model appropriate behavior and take steps to address any issues that arise.

Reporting Concerns

Employees are encouraged to report any inappropriate conduct that occurs during conferences or off-site events, even if it happens outside of typical working hours. Reports will be taken seriously and handled promptly and confidentially.

CONFIDENTIAL INFORMATION

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

The School prohibits audio or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and

confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Upon an extended leave of absence, request from the School or termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

Violations of this policy may result in disciplinary action, up to and including termination.

If you receive a request by a parent/guardian to provide a narrative about a student's participation in the School's program for purposes of a child custody dispute, inform the parent/guardian that it is not the policy of the School to provide such information without a subpoena. If the parent/guardian requests copies of a student's educational records, please refer them to the records department, which may be reached at (619) 215-0704 x430 or records@pacificcoastacademy.org. If you receive a subpoena to provide testimony or records about a particular student, please contact your administrator.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Executive Director so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

Employees shall not be financially interested in any contract made by them in their official capacity.

PCA expects employees to devote their best efforts to the interests of our School. PCA recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to

our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at PCA or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with PCA whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Executive Director to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including, immediate termination.

This policy is in addition to PCA's Revised Nonprofit Conflict of Interest Policy and Conflict of Interest Code.

Outside Employment

If you are a full-time employee we expect that you devote your full professional effort to your position at PCA. If you wish to participate in outside work activities you are required to obtain written approval from the Executive Director prior to starting those activities. Approval will be granted unless the activity conflicts with PCA's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at PCA.
- Involve organizations that are doing or seek to do business with PCA including actual or potential vendors.
- Violate provisions of law or PCA policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to PCA must be given priority. Full-time employees are hired and continue employment with the understanding that PCA is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the School is strictly prohibited.

POLICY REGARDING INCONSISTENT, INCOMPATIBLE OR CONFLICTING EMPLOYMENT, ACTIVITY OR ENTERPRISE BY SCHOOL PERSONNEL

Policy Statement

It is the policy of PCA that its officers and employees may not engage in any outside activity, employment, or enterprise for compensation which is inconsistent, incompatible with, or in conflict with, their duties as an officer or employee of PCA. During working hours or on School premises, officers or employees shall not engage in political or religious activities, or recruit or solicit students or members of the public for political or religious activities.

An officer's or employee's outside activity, employment, or enterprise for compensation shall be determined to be inconsistent, incompatible with, or in conflict with, their duties as an officer of employee of PCA if any of the following apply:

- It involves the use of PCA time, facilities, equipment, supplies, or the officer's or employee's position or influence with PCA, for private gain or advantage.
- It involves receipt or acceptance by the officer of employee of any money or other consideration

for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with PCA.

- It involves the performance of an act as part of the outside activity that involves services performed for PCA.
- It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that impact the officer's or employee's job performance.

Officers and employees may not use PCA's name, logo, supplies, equipment or other property in connection with any outside activities.

Procedure

In the event that an officer or employee believes that an outside activity for compensation may be inconsistent, incompatible with, or in conflict with, their duties as an officer or employee of PCA, the officer or employee shall obtain a written determination of the Executive Director or designee that the outside activity is not in violation of this policy before engaging in such activity.

EXPENSE REIMBURSEMENT POLICY

PCA will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of PCA business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's relevant fiscal and accounting policies and procedures. In general, the immediate supervisor must have previously approved all expenses, prior to the employee spending money. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted to the appropriate supervisor for review and approval, prior to submission for final approval and payment.

POLICY CONFIRMING RESTRICTION ON THE PROVISION OF FUNDS OR OTHER THINGS OF VALUE TO STUDENTS, PARENTS OR GUARDIANS

Policy Statement

It is the policy of PCA that PCA shall not provide any funds or thing of value to any student or their parent or guardian that a school district could not legally provide to a similarly situated student, or their parent or guardian. PCA does not and shall not provide, for example, "sign up bonuses" to parents or guardians or other incentives unrelated to education.

Additionally, a student, parent or guardian shall not use their status as a student, parent or guardian with PCA in order to obtain funds or things of value from PCA. For example, this policy prohibits an individual from utilizing their status as a parent or guardian to obtain a vendor contract with PCA for compensation. It also prohibits an individual from utilizing their status as a parent or guardian to refer or encourage any students enrolled in PCA, or their parents or guardians, to select that individual or their company or their another provider of services, in connection with the student's education at PCA, resulting in the individual's receipt of funds or thing of value from PCA.

Procedures

The prior approval of the Executive Director or designee must be obtained for any of the following in order to ensure that it does not conflict with this policy:

- Any funds or thing of value provided to a student, parent or guardian which has not previously been approved. This applies in any situation in which a student, parent or guardian would any funds or thing of value, whether in their capacity as a student, parent, guardian, vendor, service provider or other circumstance.
- Any proposed incentive to be offered to students or parents.

In requesting approval, the educational purpose of any such funds, thing of value or incentive must be provided to the Executive Director or designee.

SECTION 12 – SAFETY

SUBSTANCE AND ALCOHOL POLICY

It is the intent of PCA to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations, or School success.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana, and marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol during working hours, including meal and break periods, or in the presence of pupils
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises
- Refusing to submit to an inspection or testing when requested by administration
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event
- Conviction under any criminal drug statute for a violation occurring in the workplace, including failure to notify the School in writing of employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction; or
- Failure to keep all prescribed medicine in its original container

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed or recreational marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform

their specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in their possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

This policy will not be construed to prohibit the use of alcohol at social or business functions. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This may include desks, storage areas and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Violation of this Substance and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Substance and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a test by Intoxilyzer, blood test, urinalysis, medical examination of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee of other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

TOBACCO-FREE SCHOOL

The School prohibits the smoking and use of tobacco and nicotine products anytime, anywhere in school

owned or lease building(s), on school property and in school owned or leased vehicles. These prohibitions apply to all employees, students, and visitors at any school-sponsored program, activity, or athletic event held on or off school property.

- The definition of tobacco and nicotine products include smokeless tobacco, snuff, chew, clove cigarette, and electronic cigarettes that can deliver nicotine and non-nicotine vaporized solutions.
- Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic device that creates aerosol or vapor or of an oral smoking device for the purpose of circumventing the prohibition of smoking.
- Tobacco products include:
    - Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco or snuff;
    - An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah; and,
    - Any component, part, or accessory of a tobacco product, whether sold or not sold separately.

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground at School sponsored events, except on a public sidewalk located within 25 feet of the playground. In addition, any form of intimidation, threat, or retaliation against a person attempting to enforce this policy is prohibited.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. All staff is expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your Executive Director, other employees or call 911. Report any suspicious persons or activities to your Executive Director. Never attempt to force an individual to leave the workplace if they are uncooperative. Immediately contact your supervisor or School administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on School property without the prior written approval of the Executive Director and the written consent of the individual being recorded. Please report any problems with our security systems to your Executive Director.

VIDEO SURVEILLANCE FOR DANIELSON STREET OFFICE

Pacific Coast Academy ("Charter School") is committed to maintaining a safe and healthy learning environment for all members of the School community. In furtherance of this goal, Charter School has installed security cameras in the hallways, entry ways, inventory rooms, and other locations throughout the administrative office at 13915 Danielson Street, Suites 100, 101, 102 and 200, Poway, California 92064 ("Office") for the safety of visitors and to secure Charter School property.

These systems have visual recording capabilities and the recordings may be retained in Charter School's sole discretion. There are no cameras in restrooms and other similar sensitive locations ("Sensitive Locations").

While in or around the Office, Charter School employees are subject to video surveillance and recording and do not have an expectation of privacy other than while in Sensitive Locations.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on PCA property. Be cautious: keep School property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized School business will be reimbursed for mileage at the rate established by the Internal Revenue Services and in accordance with the School's Reimbursement policies. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

PCA cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on PCA's premises, including the parking area, or away from School property while on School business PCA employees are prohibited from using personal property for work-related purposes unless approved in advance by the Executive Director.

SAFETY POLICY

PCA is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or Executive Director immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process, or business practice for which the School is responsible, bring it to the attention of your supervisor or Executive Director immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Executive Director regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and Human Resources.

PCA has in place a written Injury and Illness Prevention Program as required by law. Please contact Human Resources for further information.

ERGONOMICS

PCA has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to your Executive Director.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact your Executive Director.

SECTION 13 – TERMINATION

VOLUNTARY TERMINATION

PCA will consider an employee to have voluntarily terminated their employment if the employee does any of the following: (1) elects to resign from PCA; (2) fails to return from an approved leave of absence on the date specified without notifying the School for the need for continued leave including failure to communicate with the School; or (3) fails to report for work without notice to PCA for three consecutive work days. PCA requests that employees provide at least two weeks written notice of a voluntary termination. All PCA property must be returned immediately upon terminating employment. PCA retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of PCA's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, PCA reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

RETURN OF SCHOOL MATERIALS & RESTITUTION POLICY

Staff employed at Pacific Coast Academy may receive access to certain School property during the course of their employment, including staff devices, educational materials, and textbooks, and they are responsible for ensuring that all materials are returned (with reasonable wear and tear).

Pacific Coast Academy may seek restitution when a staff, among other things, willfully cuts, defaces, or otherwise damages or loses any company property caused by a dishonest or willful act, or by the employee's gross negligence. This includes but is not limited to installing unauthorized software applications, modifying, adding, or deleting software, or any alteration to the configuration of any and all IT computing devices - such as laptops and other devices.

EXIT INTERVIEWS

All employees who leave employment at PCA may be asked to take part in an exit interview with their supervisor or Human Resources to communicate their challenges and growth while employed at PCA. Information shared during an exit interview will be treated as confidential to the extent possible. Employees are expected to fully cooperate during the transition of their duties. This includes responding to reasonable questions related to work product, ongoing projects, or work-related tasks, and providing any necessary information to ensure continuity of operations and minimize disruption to workflow. This obligation applies through the employee's final working day.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to Human Resources. Only Human Resources is authorized to provide verifications or

references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, PCA will disclose only the dates of employment and the title of the last position held. PCA will verify or disclose an employee's salary history only if the employee provides written authorization for PCA to provide the information. However, PCA will provide information about current or former employees as required by law or court order. PCA will not provide any letters of reference for current or former employees. Please refer all questions about this policy to Human Resources.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of Pacific Coast Academy's ("PCA") Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I also acknowledge that I have received a copy of PCA's Harassment, Discrimination and Retaliation Prevention Policy which is in the Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with this policy and all the provisions of the Employee Handbook. I understand that PCA is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature below certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

I understand that the Employee Handbook contains important information regarding PCA's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of PCA's policies.

In particular, I have read and understand PCA's Anti-Nepotism Policy, Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel, Policy Confirming Restrictions on the Provision of Funds or Other Things of Value to Students, Parents or Guardians, and restrictions and procedures to avoid Conflicts of Interest.

Just as I am free to terminate the employment relationship with PCA at any time, PCA, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and PCA for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Executive Director of PCA, with the approval of the Board of Directors, has the authority to alter my employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. This is the entire agreement between PCA and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with PCA, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

PCA reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice. Other than PCA Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print): _____

Employee Signature: _____

Date: _____

Coversheet

2026-2027 Compensation Policy, Stipend Chart, Admin & Director Salary

Section: IV. Consent Agenda
Item: C. 2026-2027 Compensation Policy, Stipend Chart, Admin & Director Salary
Purpose:
Submitted by:
Related Material: PCA Admin & Director Salary_Rev 03.16.26_RED 9.3.26.pdf
PCA Comp Policy_No App_Rev 6.08.26_RED 8.27.26.pdf
PCA Stipend Chart_Rev 6.08.2026_RED SCSA SPED Lead.pdf

Pacific Coast Academy – Salary Schedule
Administrator and Director

Year	Administrator	Director Level 1	Director Level 2	Director Level 3	Senior Director
1	$71,800	$126,300	$139,000	$175,600	$144,500
2	$74,000	$128,700	$142,200	$187,128	$147,800
3	$76,300	$131,000	$145,500	$196,394	$150,100
4	$78,400	$133,500	$148,900	$200,801	$155,000
5	$80,700	$136,100	$152,200	$205,886	$158,300
6	$82,900	$138,600	$155,500	$210,858	$162,200
7	$85,500	$141,200	$158,800	$216,395	$165,500
8	$88,300	$144,000	$163,300	$220,689	$169,300
9	$91,100	$146,700	$166,500	$225,209	$173,200
10	$94,000	$149,000	$170,500	$230,859	$177,600
11	$96,700	$151,700	$174,300	$237,074	$181,000
12	$99,400	$155,500	$178,700	$243,289	$185,800
13	$102,200	$158,900	$182,500	$249,504	$188,600
14	$105,500	$162,200	$184,500	$254,250	$192,000
15	$108,200	$165,500	$185,400	$259,900	$194,200
16	$111,000	$169,500	$189,900	$262,500	$198,900
17	$111,000	$169,500	$189,900	$262,500	$198,900
18	$113,800	$173,600	$194,500	$265,200	$203,700
19	$113,800	$173,600	$194,500	$265,200	$203,700
20	$116,700	$177,800	$199,200	$267,900	$208,600
21	$116,700	$177,800	$199,200	$267,900	$208,600
22	$119,700	$182,100	$204,000	$270,600	$213,700
23	$119,700	$182,100	$204,000	$270,600	$213,700
24	$122,700	$186,500	$208,900	$273,400	$218,900
25	$122,700	$186,500	$208,900	$273,400	$218,900

Placement

Director Level 1

Assistant Director of Human Resources
Director of Achievement & Accreditation
Director of Compliance
Director of Counseling
Director of Professional Development & Student Data
Director of Secondary Curriculum
Director of Secondary Curriculum & Instruction
Director of Secondary Education
Director of Special Education
Director of Special Programs
Director of Student Affairs
Director of Student Engagement
Director of Student Support
Director of Testing
Director of TK-8

Director Level 2

Director of School Accountability
Director of Accounting
Director of Enrichment
Director of Human Resources
Director of Personnel Development
Director of Technology
Director of Technology Systems
Director of Vendor Services

Director Level 3

Associate Executive Director-Student Services
Associate Executive Director-Secondary Education

~~**Off-Cycle**~~
~~Deputy Executive Director~~
~~$225,000-$299,000~~

Annualized salary includes 228 work days. The 228 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar. Annual salary advancements for longevity are not guaranteed and are subject to the School's operational needs and/or budget approved by the School Board.

PCA COMPENSATION POLICY

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COMPENSATION POLICY

DEDICATION TO NON-DISCRIMINATION

It is the policy of Pacific Coast Academy not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

IMPORTANT INFORMATION

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for Pacific Coast Academy. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The Executive Director shall recommend compensation for all School staff, consistent with the budget approved by the School Board. An employee's regular compensation is paid on a semi-monthly basis in accordance with the School's payroll practices and policies.
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

COMPENSATION PHILOSOPHY

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy places emphasis on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.

We Offer

- Comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein.
- A dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset.

- Unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves.
- Equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.
- A transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be affected.

We Recognize and Reward

- Exceptional performance and contributions that enable excellent student outcomes.
- Commitment of staff who contribute to the long-term success of our students and our organization.

For Teachers

- Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:
    - Exceptional teacher performance that leads to growth and excellence for students
    - Commitment of teachers who develop deep, high-quality educational experience (within or outside of the School) and assume critical leadership responsibilities

MEDICAL OPT-OUT STIPEND

Employees may elect not to enroll in any of the medical plans offered by the Charter School. The employee must certify that they have medical coverage for themselves and eligible dependents elsewhere that is comparable to one of the plans offered by the Charter School. They will receive an employer contribution per year prorated based on the period of service and applicable pay periods.

CERTIFICATED COMPENSATION

Certificated Definition

For the purpose of this policy, certificated is defined as any position that requires a certificate and/or credential as defined by the California Teaching Commission (CTC).

Teacher Definition

For purposes of this schedule, a teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education.

Salary Placement Guidelines

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance with the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

Deputy Executive Director

The Deputy Executive Director is the second in command and reports to the Executive Director. This person manages and handles the daily business operations of the organization, working closely with department heads and supervisors to support the day-to-day activity of all employees including certificated and classified. They work with special education and the SELPA to ensure compliance and achievement. This person supports the Executive Director in all their administrative tasks, including overseeing curriculum, instruction, testing, intervention, special populations, LCAP development, federal programs, staffing and budget plans for the School. This position may serve more than one School.

Creditable Years of Experience

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience with a maximum placement on year 5 (five).
- Additional years may be granted for employees who have School-desired experience in what the School determines to be "hard-to-staff" positions.
    - One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution's normal work schedule during the school year.
    - A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution's normal work schedule during the school year.
    - One year of creditable professional experience can be granted for every 2 years of clinical fellowship, intern, and licensed assistant experience related to hard-to-staff positions.

<table>
<tr><th colspan="2">Examples of Hard to Staff Positions</th><th>Based on actual number of years worked, may start at the following step:</th></tr>
<tr><td colspan="2">Occupational Therapist
Speech Language Pathologist
Education Specialist-Deaf and Hard of Hearing
Education Specialist-Visual Impairment</td><td>11</td></tr>
<tr><td colspan="2">Adapted Physical Education Teacher
Education Specialist - Extensive Support Needs (ESN)
Education Specialist - Itinerant (fully in-person)</td><td>10</td></tr>
<tr><td>Education Specialist-Mild/Moderate
Job Coach
Nurse</td><td>Paraeducator
Program Specialist
School Psychologist
Special Education Services Coordinator</td><td>6</td></tr>
</table>

- Creditable professional or teaching experience may be earned in:
    - California and US public, charter, and private elementary and secondary schools
    - Accredited foreign public, charter, and private elementary and secondary schools

  - California, US, and foreign accredited universities and colleges
  - Non-public special education contract schools for special education teachers
  - Other regionally accredited educational institutions
- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- Other relevant professional experience may be considered by the Executive Director or designee.

Staff who do not complete at least 50% of the school year or hired on or after the start of the 2nd semester and are receiving a contract for the following school year will remain in the same placement on the Salary Schedule and in accordance with other parameters set forth by this policy unless otherwise required by law.

The Executive Director or his or her designee may adjust a rehired teacher's placement on the Salary Schedule as appropriate based on the employee's accumulated experience following the teacher's separation from the School, which may result in a higher or lower placement on the schedule than the teacher would have otherwise been placed had the teacher been continuously employed.

In the event that an adjustment to pay scale placement is issued, adjustments made prior to 10/31 or within 30 days of hire may be applied retroactively that same school year if applicable. If the adjustment is issued outside of 10/31 or 30 days of hire, it will go into effect for eligible employees the following school year. Adjustments made due to School error will be applied to the next applicable pay period.

Credential/Certification

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher Salary Schedule (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher schedule as certificated teachers.
- A teacher is eligible to advance to the proper Salary Schedule level once they meet the requirement for that specific Salary Schedule level and group based on their creditable years of service and post bachelor's degree units, post bachelor's credential units, or completion of Advanced Placement certification coursework, if applicable. Course work is creditable for row placement and advancement if it is a course taken for credit at an accredited institution, reasonably related to the employee's assignment or future assignment, a grade of C or higher is earned, and posted as semester, quarter, or trimester units on an official transcript in the institution's graduate course number series, post bachelor's credential units, or taken from the Advanced Placement program. Points on the pay scale are the equivalent of semester units. Therefore, any eligible units not reported as semester units will be converted for proper placement on the pay scale.
- During the rate-in-process for new hires Executive Directors may approve additional units earned beyond post-baccalaureate credits equivalent to 4-semester units for each year starting with year 15. A candidate can earn a maximum of 60 credits for experience based on Executive Director approval.
- For any given school year, teachers must submit any successfully completed post-BA units no later than October 31 in order for the units to be applied to the teacher's salary in that school year. Any proof of successfully completed post-BA units submitted to the School after October 31 will not result in an adjustment to compensation until the following school year.
- Any increase in pay resulting from an advancement on the Salary Schedule based on the successful

completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher completes graduate level coursework on January 15 and provides an official transcript on May 1, any advancement on the Salary Schedule and increase in pay will be effective beginning the next school year. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and July 1).

- If a teacher completes graduate level coursework on August 15 and provides an official transcript on October 20, any advancement on the Salary Schedule and increase in pay will be effective beginning the first pay period following October 20. The teacher will not be paid at the higher rate of compensation during the periods between August 15 and October 31. The teacher would receive the advancement starting the next pay period of November 1-15.

Signing Bonus

If the School decides to issue signing bonuses, the following requirements shall apply:

Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, or to address specific concerns at the School.

- The Executive Director shall designate the individuals authorized to receive the signing bonus.
- The signing bonus must be approved by the Board.
- To qualify for a signing bonus, the teacher must:
    - Be certified in the field they are hired to teach.
    - Teach in that field of the bonus.

Supplemental Duty Stipends

- Stipends are assigned and approved by the Executive Director or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Staff who perform the Supplemental duties outlined in the chart below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the staff member by the Executive Director or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the Executive Director or his/her designee.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years. This means additional duties such as, SPED Lead Teacher, Testing Lead, etc. are assigned on a year-by-year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible or as otherwise determined in the sole discretion of the School.
- The School, in its sole discretion, may choose not to offer certain stipends.
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the School.
- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart once the Supplemental duty has started.
- The Executive Director has been delegated authority to change the stipend amounts and add or change

stipends based on the need of the School throughout the year in line with the Board adopted budget.

Voluntary Transfer to Lower Role Placement or Teaching Position

Employees approved to voluntarily transfer to a position in a lower placement on the Salary Schedule will be placed in the new salary placement or teacher Salary Schedule, and the salary will be calculated as it is in the new placement or schedule.

Additional Supplement Bonus ("Supplement")

The Executive Director may recommend a Supplement for teachers as set forth in this section.

- The Executive Director, in his or her sole discretion, shall determine what duties shall be Supplemented based upon the operational needs of the School.
- A Supplement is not automatic and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A Supplement will be paid to the employee in accordance with the schedule provided by the School at the time of Supplement award.
- The Supplemental award shall not exceed $35,000 or 50% of annual salary.
- All Supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous Supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.
- Teacher Supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the Executive Director prior to performing the Supplemental duties.
- Supplements will be paid in installments or one lump sum if less than $1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage, Extra Student Pay and Enrollment Milestones.
- To qualify for an extended duty Supplement, the following criteria must be met as requested and assigned by the Executive Director:
    - The Executive Director must first agree with the teacher on the terms.
    - The Supplemental work must be separate from the normal job responsibilities.
    - The work must be completed or in the progress of being completed.

PART-TIME TEACHERS

For All Part-Time Teachers

- Part-time/Full-time Status: Compensation for part-time teachers will be prorated based on the percentage of students served compared to a full-time equivalent*. This rate may increase or decrease in direct correlation to the School's operational needs and/or budget approved by the School Board. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non-instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour

per week per enrolled student. Part-time teachers are pre-approved for the hours according to the chart below. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's percentage of FTE rate. If a part-time teacher anticipates exceeding the number of approved hours per week.

- Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's Employee Handbook. Part-time employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.
- When a case load of less than 35 students is granted due to accommodations approved by the Executive Director employees will receive a prorated salary or an hourly rate based on the Salary Schedule. These staff members will also be given health care benefits contingent upon the teacher's expected maintenance of a case load over 28 students and averaging 30 or more work hours per week. These staff members are considered part-time and will be reported as such for STRS. Once part-time teachers reach the norm minimum standard of 35 students, they will be considered full-time and rated in and placed on the Salary Schedule.

*Depending on the percentage of FTE, this may be a non-exempt position paid at an hourly rate.

Part-Time HST Hourly Schedule					
Percentage of FTE	50%	60%	70%	80%	90%
Number of Regularly Enrolled Students	18	21	24	28	32
Number of Approved Hours Per Week	20	24	30	32	36

Part Time HQT Hourly Schedule				
Number of Sections Covered	1	2	3	4
Number of Approved Hours Per Week	15	20	25	30

Please Note (Non-exempt Employees ONLY):

- No more than your max approved hours should be worked in one calendar week without prior approval.
- No more than 8 hours can be worked in one day.
- Any time over 5 hours in a day must include scheduled lunch.
- No hours may be worked on Holidays.
- No hours are approved over school breaks: (e.g. Thanksgiving Break, Winter Break, Presidents' Break, Spring Break)

CLASSIFIED COMPENSATION

Experience and Placement

- Each classified employee will be placed on the Pay Scale based on their creditable years of experience,

which will be categorized as equivalent or applicable experience.

- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
    - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
    - Example: SPED Instructional Aide at a school district, or a company may be equivalent experience for the SPED Instructional Aide position, but SPED Center Aide will be applicable experience.
- The evaluation of prior experience and placement on the Pay Scale will be recommended by the Human Resources Department and the Executive Director or designee makes the final decision, consistent with the School's approved budget.
- The following criteria will be considered in the evaluation of prior experience:
    - The number of days worked in a year must be at least 180 days as a full-time employee
    - The percentage of days worked
    - Position held
    - Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total years of experience is a fraction of a whole, it will be rounded up.
    - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- Staff who do not complete at least 50% of the school year or hired on or after the start of the 2nd semester and are receiving a contract for the following school year will remain in the same placement on the Salary Schedule and in accordance with other parameters set forth by this policy unless otherwise required by law.
- The Executive Director shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board.

Role/Salary Placements

All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the Executive Director or designee. Some hard-to-staff positions may be compensated out of the Pay Scale as approved by the Executive Director.

Advancements on Pay Scale

An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

Lateral Transfer

A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

Partial Assignments

In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial ESL duties), the employee will be placed on the Pay Scale (or salary placement) with the higher salary.

Reassignments

- Employees approved to voluntarily transfer to a position in a lower placement on the Pay Scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or Pay Scale.
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Executive Director to avoid disruption so long as it is not earlier than the next payroll period.

Rehires

- A former employee who returns to a position similar to the role held prior to separation will be placed on the Pay Scale as follows:
    - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the Pay Scale.
    - All applicable work experience earned outside of Pacific Coast Academy, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

Experience – Non-Exempt Employees

- Each non-exempt employee will be placed on the Pay Scale based on their years of relevant experience. Although non-exempt employees will be paid on a semi-monthly basis, all non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees should receive approval from their supervisor before working overtime.
- The evaluation of prior experience will be made by the Executive Director or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:
    - The number of days worked in a year must be at least 180 days as a full-time employee
    - The percentage of days worked
    - Position held
    - Type of the organization and accreditation
- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the Pay Scale.

- The starting salary of a new employee may exceed the salary of a current employee in the same position based on their years of experience.
- Experience may be earned in other districts or other companies.
- The Executive Director or his or her designee may adjust a rehired non-exempt employee's placement on the Pay Scale as appropriate based on the employee's accumulated relevant experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

Additional Supplement Bonus ("Supplement")

The Executive Director may recommend a Supplement for classified staff members as set forth in this section.

- An Executive Director, in his or her sole discretion, shall determine what duties shall be Supplemented based upon the operational needs of the School.
- A Supplement is not automatic and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A Supplement will be paid to the employee in accordance with the chart provided by the School at the time of Supplement award.
- The Supplemental award shall not exceed $35,000 or 50% of annual salary.
- All Supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous Supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.
- Classified staff member's Supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff member and the Executive Director prior to performing the Supplemental duties.
- Supplements will be paid in installments or one lump sum if less than $1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty Supplement, the following criteria must be met as requested and assigned by the Executive Director:
    - The Executive Director must first agree with the classified staff member on the terms.
    - The Supplemental work must be separate from the normal job responsibilities.
    - The work must be completed or in the progress of being completed.

APPENDICES

A. STIPEND CHART

B. SALARY SCHEDULES AND PAY SCALES

Pacific Coast Academy – Stipend Chart

Please note: If you are placed on a salary scale for your position, you do not qualify to also receive the stipend for that position.
You are eligible for the stipend only if you are not on a salary scale for that role.

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Advanced Placement (AP) Coordinator	$6,000	Paid to AP Coordinator who applied and received the position to coordinate AP program.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August – May.	N/A
Advanced Placement (AP) Teacher	$1,500	Paid to HQT who applied and received the position to teach one or more AP Course(s).	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August – May.	N/A
Art in Motion Instructor	$7,000	Paid to a designated HST who applied and received the position to facilitate monthly in-person Art in Motion lessons in a designated area.	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.	35
Art in Motion Lead	$16,200	Paid to a credentialed HST who applied and received the position.	Eligibility starts at the beginning of the school year or once the position begins.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	35
Art in Motion Teacher	$750/lesson	Paid to teachers who facilitate an in-person art lesson as part of the Art in Motion program.	Eligibility starts at the beginning of the school year.	Paid as a lump sum at the end of each semester.	N/A

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
BizTown Teacher	$6,300	Paid to a designated HST who applied and received the position to facilitate online instruction and in-person field trip for the BizTown Class.	Eligibility starts at the beginning of the school year or once the teaching begins.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	35
California Healthy Youth Act (CHYA)	$2,500	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.	35
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
Community Day Lead	$8,100	Paid to a credentialed teacher who applied and received the position to be the lead for their 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.	Designated Amount: HST: 35 HST-SE: 30 Coordinator: 16 SPED: N/A
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
Counselor - NCAA	$13,500	Provided to School Counselors with a PPS who serve as the assigned Counselor for all students pursuing NCAA eligibility.	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.	N/A

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Counselor - Summer School	$6,000	Paid to Counselor who supports concurrent enrollment process during the summer as well as summer school	Eligibility starts at the beginning of the June.	Paid bimonthly over 2 months; June - July. Will be prorated based on period of service during the school year.	N/A
Curriculum Lead	$8,000	Paid to credentialed HST who applied and received the position.	Eligibility starts at the beginning of the school year or once the position begins.	Paid bi-monthly over 10 months: August through May	35
Curriculum Support	$1,000 per course	Paid to HSTs and HQTs who applied and received the position to re-write/develop supporting documents for course outlines.	Eligibility starts at the beginning of the school year.	Paid in 2 installments in December and May. The total stipend amount includes any necessary revision work assigned by supervisor and/or the UC Course Management Portal and will only be paid to current employees.	N/A
DevOps Team Lead	$650 per month ($7,800 for 12 months)	Paid to current DevOps staff who applied and received the DevOps Team Lead position.	Eligibility begins upon receiving the position.	Paid bimonthly over 12 months; July – June. Will be prorated based on period of service during the school year.	N/A
Elevate Co-Teacher	$7,200	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.	Designated Amount: HST: 35 HST-SE: 30 Coordinator: 16 SPED: N/A
Elevate Summer Work	$1,000	Paid to Online Elevate/Spark teachers who will develop and plan their Elevate lessons for the start of the school year.	Eligibility during the months of June, July, and August.	Paid as a lump sum in August after completion of the work.	N/A

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Elevate Teacher Middle School	$7,200	Paid to a designated HST who applied and received the position to help facilitate online instruction 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.	HST: 35 HST-SE: 30
Elevate Teacher Mind Masters	$6,000	Paid to a teacher who facilitates online instruction for the Elevate Program.	Eligibility starts at the beginning of the school year and once the position begins.	Paid bi-monthly over 10 months: August through May	N/A
Enrichment Team Lead	$650 per month ($7,800 for 12 months)	This position is open to current PCA Enrichment Specialists.	Eligibility begins immediately.	Paid $325 bimonthly over 12 months; July - June.	N/A
Esports Coach	$8,000	Paid to a certificated teacher who facilitates online practice sessions and in-person tournaments.	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.	Designated Amount: HST:35 HST-SE: 30 SPED: 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 35 HST-SE: 30 Team Principal & Team Principal-SE: 5 Coordinator: 16 Online Teacher: 25

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Extra Student - Secondary Education	$50/month/ high school student over required roster limit	If the Executive Director assigns additional high school students to the employee's roster over the designated amount, the employee will be compensated for those students.	Eligibility starts once the employee is full-time, and students are assigned at the Executive Director's discretion. 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-SE: 19/30 Program Coordinator-SE: 9/16 Team Principal-SE: 5/5
Extra Students - Highly Qualified Teacher	$200/month	Provided to single subject credentialed teachers who teach additional students beyond a full load in ChoicePlus Academy or Edgenuity programs.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months of the student calendar	220-239 students: $200/month 240-259 students: $400/month 260-279 students: $600/month 280-299 students: $800/month
High School Leadership Substitute	$200/week	Paid to a certificated staff member who applied and received the position.	Eligibility starts upon when substitute coverage is needed.	Paid bimonthly during the substitute period.	N/A
Induction Coach/Intern Mentor Teacher	$2,500 per teacher trained	Paid to credentialed teachers who work with teachers who are working toward clearing their credential. Suggested two year commitment.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 9 months; September - May. Will be prorated based on period of service during the school year.	N/A
Leadership Lab & Student Council Teacher	$7,200	Paid to a designated employee who applied and received the position to facilitate online instruction and in-person components to Student Council.	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.	Normal

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Medical Benefit Opt-Out	$5,000	Provided to staff who opt out of medical benefit coverage.	Eligibility starts at the beginning of the school year.	$208.33 paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.	N/A
Mileage	$3,000 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
Mileage Senior Directors and Team Principals	$5,000 per year	Senior Directors and Team Principals who must travel to monthly meetings, conferences, and events.	Eligibility aligns with the employees' pay schedule.	Senior Director: paid 12 months; July - June. Team Principal: paid bimonthly over 10 months; August - May. Both will be prorated based on period of service during the school year.	N/A
New Position Planning	$600 per week	Paid to certificated teachers in coordinator positions who will help develop and plan their respective program(s) for the start of the school year.	Eligibility starts at the beginning of May.	Paid in a lump sum at the end of June	N/A
Online Teacher - Sub	$35/hour with a total of 2 hours expected	Paid to a designated certificated staff member.	Eligibility starts upon covering an online class as a substitute.	Paid the following paycheck after work and hours are submitted.	N/A
Online Teacher-Spark Co-Teacher	$5,400	Paid to a designated HST who applied and received the position to help facilitate online instruction 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.	HST: 35 HST-SE: 30

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Overnight Chaperone	$500 per night	Paid to a PCA staff member who applied and received the position.	Eligibility starts on the first night of acting as an overnight chaperone.	Paid as a lump sum after completion of the work.	N/A
Overnight Chaperone - 8th Grade Catalina	$700 per night	Paid to a PCA staff member who applied and received the position.	Eligibility starts on the first night of acting as an overnight chaperone.	Paid as a lump sum after completion of the work.	N/A
PCA Parent Partner Workshops	$350 per workshop	Paid to HSTs who sign up to present on an approved topic to parents during a PCA Parent Partners workshop.	Eligibility starts at the beginning of the school year.	Paid as a lump sum at the end of each semester.	N/A
PCA Presents: New Presentations	$500 per presentation, max $2000 per staff member	Paid to staff members who create and present PD to peers.	Eligibility starts at the beginning of the school year.	Paid as a lump sum at the end of each semester.	N/A
PCA Presents: Repeat Presentations	$250 per presentation; max $500 per staff member	Paid to staff members who create and present a previously presented PD to peers.	Eligibility starts at the beginning of the school year.	Paid as a lump sum at the end of each semester.	N/A
PCA Presents: Teacher Participation	$50 per session for any additional sessions attended beyond the requirement.	Paid to staff members who attend additional PD sessions beyond the requirement.	Eligibility starts at the beginning of the school year.	Paid as a lump sum at the end of each semester.	Will be determined each semester.

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Phone/ Internet/ Utilities	$1,500	Provided to all employees for work expenses, including phone, internet, and utilities costs.	For all current employees. Eligibility starts at the beginning of the school year paid bimonthly July - June.	$62.50 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
Professional Development Lead	$8,000	Paid to staff members who lead PD Track for HSTs	Eligibility starts at the beginning of the school year.	Paid bi-monthly over 10 months: August through May	Designated Amount: HST: 35 HST-SE: 30 Coordinator: 16
Robotics Competition Teacher (Tournament)	$1,000/tournament	Paid to a designated HST wo applied and received the position to attend tournaments with the Robotics Team.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid as a lump sum after completion of the work.	N/A
Robotics Teacher	$12,000	Paid to a designated HST who applied and received the position to provide Robotics instruction for 2 robotics classes.	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.	35
Robotics Teacher at Worlds (Competition Team)	$500/night	Paid to a designated HST who applied and received the position to attend Worlds with the Robotics Team.	Paid to a designated HST who applied and received the position to attend Worlds with the Robotics team.	Paid as a lump sum after completion of the work.	N/A
SCSA Lead	$7,000	Paid to a credentialed teacher who applied and received the position.	Eligibility starts at the beginning of the school year or once the teaching begins.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	35

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
SCSA Lead SPED	$8,000	Paid to a credentialed teacher who applied and received the position.	Eligibility starts at the beginning of the school year or once the teaching begins.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	Per department caseload assignment
Social Media Content Creator	$10,000	Paid to a credentialed 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
Special Programs Lead	~~$12,600~~ $14,000	Paid to a credentialed teacher who applied and received a Special Programs Lead 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.	Designated Amount: HST: 35 HST-SE: 30 Coordinator: 16 SPED: N/A
Special Programs Lead: Part-Time	$9,000	Paid to a credentialed teacher who applied and received a Special Programs Lead 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.	Designated Amount: HST: 35 HST-SE: 30 Coordinator: 16 SPED: N/A
SPED Assessment Team Overage	$200 per additional assessment	Paid to Education specialists completing more than 15 assessments per month	Stipend is earned the pay period after the additional assessment is assigned.	Paid as lump sum after completion of the work.	15
SPED Extended School Year (ESY)	$5,000	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

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
SPED Extended School Year (ESY) Teacher Lead	$6,000	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~~ Student Services Extra Hours Work	$300 for each period of assigned make-up work.	~~School~~ Student Services staff will provide support for Student Services as needed (e.g., planning, make-up services, compensatory services, etc.) ~~work with students in Special Education when necessary (e.g. make-up services, compensatory services, etc.)~~ in addition to staff's regular hours.	Eligibility starts at the beginning of the school year.	Paid as lump sum after completion of the work.	N/A
SPED In-Person Services ~~Teacher~~	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~~ certificated SPED staff. Must provide services to identified student(s) in-person.	~~Stipend to begin first full pay period following board approval.~~ Eligibility starts at the beginning of the school year or 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
SPED Occupational Therapist Extended School Year (ESY)	$5,000	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
SPED Occupational Therapist Lead	$4,000	Paid to a credentialed Occupational Therapist who supports the other Occupational Therapists in the field of special education assessment and/or service delivery.	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
SPED School Psychologist Lead	$4,000	Paid to a credentialed School Psychologist who supports the other School Psychologists in the field of special education assessment and/or service delivery.	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

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
~~**SPED SCSA Extra Duties**~~	~~Staff's hourly rate as currently placed on the salary schedule.~~	~~Provided to SPED Teacher and Program Specialist who serve SCSA students.~~	~~Eligibility starts at the beginning of the school year or once the student enrolls and SPED services are needed.~~	~~Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.~~	~~N/A~~
SPED Teacher Extra Student	Mild/Moderate $250/month per extra student. Extensive Support Needs (ESN) $600/month per extra student	If the Associate Executive Director-Student Support assigns additional students to their full-time caseload, the employee will be compensated for those students.	Eligibility starts the first pay period after the caseload surpasses the caseload limit.	Paid bimonthly over 10 months; August - May.	Designated Amount: Mild/Mod: 23 ESN: 10 MM Decoding: 20 M/M Lead: 13 ESN Lead: 7
SPED Teacher Lead	$4,000	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.	Designated Amount: Mild/Mod: 13 ESN: 7
Speech Pathologist Extended School Year (ESY)	$5,000	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	$4,000	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 school year.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on the period of service during the school year.	N/A
Staff Book Club/Podcast Club Leader	$250 per club	Paid to staff members who lead discussion meeting(s) for staff book clubs or podcast clubs.	Eligibility starts at the beginning of the school year.	Paid as a lump sum at the end of each semester.	N/A

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Student Services Substitute	$45 per SAI/Lab session	Paid to designated Student Services staff who perform substitute services.	Eligibility starts upon covering class as a substitute.	Paid the following paycheck after work and hours are submitted.	N/A
Success Squad Teacher	$9,000	Paid to a designated HST who applied and received the position to facilitate online instruction for the Success Squads 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.	N/A
Summer School Content - Highly Qualified Teacher	$2,500 - ~~$4,000~~ $5,500 ~~for 50-100 students~~	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.	0-49: $2,500 50-~~100~~ 99: $4,000 100-149: $5,500
Summer School - HST	$2,500 - $5,500	Provided to 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.	0-29: $2,500 30-59: $4,000 60-89: $5,500
Additional Certificated Work ~~**Summer Teacher Work**~~	$360 per day	~~Paid to certificated teachers in leadership positions who will help develop and plan their respective program(s) for the start of the school year.~~ Paid to certificated staff for work performed outside of their contracted work calendar to help develop and plan their respective program(s) (including conferences).	~~Eligibility during the months of June, July, and August.~~ Eligibility earned after the work is completed	Paid bimonthly once work is completed.	N/A

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Testing & Data Team Lead	$9,000	Paid to a credentialed teacher who applied and received the position to be the lead for their 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.	Designated Amount: HST: 35 HST-SE: 30 Coordinator: 16 SPED: N/A
Back to School Training/ Planning for HST & SPED	$325 per each day of training	With Director pre-approval, staff involved in full day mandatory training or meetings outside regular work hours will receive this stipend.	Eligibility is earned after training has been completed.	Paid as lump sum after completion of the work.	N/A

Coversheet

Inspection of Public Records Policy

Section: IV. Consent Agenda
Item: D. Inspection of Public Records Policy
Purpose:
Submitted by:
Related Material: PCA Inspection of Public Records_Rev 04.16.26_RED 8.28.26.pdf

Pacific Coast Academy

Inspection of Public Records Policy

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INSPECTION OF PUBLIC RECORDS POLICY

PURPOSE

This Policy sets forth Pacific Coast Academy's ("School") policies and procedures regarding requests for inspection of the School's public records under the California Public Records Act ("PRA") (Government Code section 6250 et seq.). The School recognizes the public's right to access public records and intends to provide public members with reasonable access to public records consistent with the law. If any provision of this Policy conflicts with the law, the law shall take precedence.

HOW TO REQUEST RECORDS

Requests for the School's public records must be submitted to:

Records Department
Pacific Coast Academy
13915 Danielson St. #103, Poway, CA 92064
Phone: (619) 215-0704
Fax: (619) 595-6089
Email: pra@pacificcoastacademy.org

To ensure that requests can be responded to appropriately, the School encourages that all requests be made in writing by submitting a Public Records Request Form, attached as Appendix A. To the extent possible, the requestor should specify, in writing, the records sought with sufficient detail to enable the School to identify particular records.

RIGHT TO INSPECT

To the extent required by law, the School will make available all public records open to inspection by any person during normal business hours and by appointment only. Copies of public records may be obtained by any person, subject to compliance with the procedures set forth in this Policy and consistent with the law.

RECORDS EXEMPT FROM DISCLOSURE

There are numerous circumstances under which public records are exempt from disclosure. Whether an exemption applies will be determined on a case-by-case basis. The School will determine which records or a portion thereof are exempt from disclosure consistent with the PRA and other relevant state and federal laws. The notification of denial or withholding of records must be in writing and shall provide the reason for the denial or withholding of records and shall set forth the names and titles or positions of each person responsible for the denial.

PROCEDURES FOR RESPONDING TO REQUESTS FOR INSPECTION OR COPIES OF RECORDS

The School will follow a two-step process when responding to a PRA request. First, within 10 calendar days of receiving any request to inspect or copy a public record, the School shall acknowledge receipt of

the request and inform the requestor whether the School has disclosable public records in its possession that are responsive to the request and when it will make them available. If the School determines that it will not provide some records, it shall provide the grounds for withholding them and shall set forth the names and titles or positions of each person responsible for the denial. Second, if the School determines that it has disclosable documents, it shall make the documents available within a reasonable time.

In unusual circumstances, the School may extend the 10-day limit for up to 14 days by providing written notice to the requestor setting forth the reasons for the extension and the date on which a determination is expected to be made.

If the request is ambiguous or unfocused, the School shall make a reasonable effort to elicit additional clarifying information from the requestor that will identify public records responsive to the request. To the extent reasonable under the circumstances, the School shall do all of the following in assisting the requestor:

- Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated;
- Describe the information technology and physical location in which the records exist; and
- Provide suggestions for overcoming any practical basis for denying access to the records or information sought.

These requirements are deemed to have been satisfied if the School is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requestor that will help identify the record or records.

The School may charge a reasonable fee (not to exceed the direct costs of duplication) for preparation of copies of identifiable public records. Deposit of applicable fees is required prior to preparation and delivery of any requested records.

APPENDIX A

PACIFIC COAST ACADEMY
PUBLIC RECORDS REQUEST FORM

Fee Schedule	
Document Production	Paper and electronic records (black): $0.15 per page Paper and electronic records (color): $0.25 per page Records provided on CDs: $1.00 per disc Records provided on DVD: $2.00 per disc
Electronic Production ~~Computer Programming~~	Producing readable, available, native format files: No cost ~~Direct costs associated with production~~ Extracting responsive data from an unproducible database: $1.30 per file
Mailing Documents	Direct costs associated with production Envelope (letter sized) $0.05 per envelope Envelope (9x12 or 12x13) $0.10 per envelope Postage determined based on actual cost

Requestor's Information

Name: _____ Title: _____
Organization: _____
Address:_____
_____
Phone: _____ Fax: _____ Email: _____

Records Requested

I am requesting the following documents:

_____
_____
_____
_____
_____
_____
_____
_____
_____

I am also seeking _____ copies of the documents listed above.

I understand that Pacific Coast Academy will respond to all public records requests in compliance with the timelines provided under state law and consistent with its policies.

I understand that in accordance with the School's Policy for Inspection of Public Records, the School may charge a fee for copies of public records as specified above. Payment is required in advance of delivery of any requested records. If more than 15 pages are requested, the School may require a deposit before making copies.

Coversheet

Fiscal Policy

Section: IV. Consent Agenda
Item: E. Fiscal Policy
Purpose:
Submitted by:
Related Material: PCA Fiscal Policy_Rev 12.10.2025_RED 8.19.26.pdf

Pacific Coast Academy

Fiscal Policy

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OVERVIEW AND GENERAL BUSINESS POLICIES

The Board of Directors ("Board") of Pacific Coast Academy (the "School") has reviewed and adopted the following fiscal policies and procedures to ensure the most effective use for the funds of the School to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

- The Board approves financial policies and procedures, delegates administration of the policies and procedures to the Executive Director, and receives reports on operations and activities on a regular basis.
- The Executive Director is responsible for all operations and activities related to financial management. However, in the absence of the Executive Director, the Deputy Executive Director shall perform the Executive Director's responsibilities described herein during the period of absence.
- Financial duties and responsibilities must be appropriately segregated so that no one employee has sole control over authorizing transactions, recording financial transactions, and custody of assets.
- The School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that:
    - expenditures are authorized by and in accordance with the Board-adopted budget,
    - the School's funds are managed and held in a manner that provides a high degree of protection of the School's assets, and
    - all transactions are recorded and documented in an appropriate manner.

BUDGET DEVELOPMENT, OVERSIGHT CALENDAR, AND RESPONSIBILITIES

The School will develop and monitor its budget in accordance with the annual budget development and monitoring calendar as specified below.

Approximately January – April

Charter Impact works with the Executive Director to review the Governor's proposed state budget for the upcoming fiscal year and identify the likely range of revenues for the School's upcoming fiscal year (July 1 - June 30) based on projected enrollment. Once the revenue estimates are complete, Charter Impact and the Executive Director develop the remainder of the budget including staffing levels, review of fixed costs, and discretionary spending. The School may also prepare a five-year budget projection developed in accordance with the School's established strategic and growth plans.

Approximately May – June

Charter Impact and the Executive Director review revenue projections subsequent to the Governor's annual "May Revise" budget figures and fine-tune the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Board reviews and formally adopts a budget for the upcoming fiscal year before July 1. A copy of the final budget is provided to the charter-

granting agency and the County Superintendent of Schools.

Approximately July – August

Books for the prior fiscal year are closed by Charter Impact, all transactions are posted, and records are assembled for audit.

The budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency, if applicable.

Approximately September – December

At the end of the first full week of School, the Executive Director reviews the School's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the School's budget is revised to match likely revenues.

The independent auditor performs an audit of the closed fiscal year and prepares an audit report for submission to the Board.

The Board reviews a copy of the audit. The Executive Director addresses any audit exceptions or adverse findings pursuant to any procedures set forth in the School's charter. Once the Board approves the audit report, it is submitted to the charter-granting agency, the California State Controller, the County Superintendent of Schools, and the California Department of Education.

BANKING ARRANGEMENTS

The School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally insured savings, federally insured checking accounts, or FDIC insured money market accounts. If funds are held in accounts outside of the County Treasury, the Board must approve all designees authorized to sign checks or warrants in accordance with these policies. Charter Impact will reconcile the School's ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis.

AUTHORIZED SIGNERS

The Board authorizes the following School officials (each an "Authorized Signer") to execute duly-approved contracts, purchases, and expenditures, and to endorse checks, drafts, and orders for the payment, withdrawal, or transfer of money in the name of and on behalf of the School: Board officers, Executive Director, and Deputy Executive Director.

RECORD KEEPING

Transaction ledgers, duplicate unsigned checks, attendance, and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by School staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer.

Appropriate backup copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared, and stored in a secure location, separate from the School.

Charter Impact will retain electronic records at their site for a minimum of two years; after which, the remaining years will be the responsibility of the School.

PROPERTY INVENTORY

The Executive Director shall establish and maintain an inventory of non-consumable goods and equipment worth over $10,000 as determined by the Executive Director. This inventory must include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School's assets. These assets will be depreciated over their estimated useful life in accordance with generally accepted accounting principles (GAAP).

All non-consumable educational products and School property, including School technology, must be returned upon disenrollment or upon request by the Executive Director or Homeschool Teacher. Any unneeded property owned by the School may be sold, donated, or auctioned by the Executive Director or designee provided the Executive Director engages in due diligence to obtain a reasonable value for the School. The sale or auction of property owned by the School with a fair market value in excess of $10,000 as determined by the Executive Director must be approved, in advance, by the Board in accordance with the School's Disposal of Unneeded Books, Equipment, and Supplies Policy. The Executive Director or designee will immediately notify Charter Impact of all known cases of theft, loss, damage, or destruction of assets worth over $10,000 as determined by the Executive Director.

ATTENDANCE ACCOUNTING

The Executive Director will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and other applicable laws regarding Charter School Average Daily Attendance. Therefore:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School. The School may claim apportionment credit for independent study only to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher.
- The School's instructional calendar will include at least 175 days of instruction to avoid the financial penalty for providing fewer than 175 days of instruction. The calendar must also document that the School offers a number of annual minutes of instruction or equivalent as required pursuant to applicable law.
- Independent study must be pre-arranged by the student's adult guardian and the School and the adult guardian will be required to complete and submit documentation of engagement in instructional activity to the School on forms prepared by the School. As applicable, such

independent study must be in full compliance with the law governing independent study.

- Enrollment processes will be followed in accordance with the School's Admissions/Public Random Drawing/Lottery Policy and Disenrollment processes will be followed in accordance with the School's Non-Compliance and Withdrawal Policy, both of which can be found on the School's website. No attendance will be taken for any student before the student has been unconditionally admitted to the School in accordance with the policy and no attendance shall be taken for any student who has been withdrawn from the School in accordance with the policy. The Admissions/Public Random Drawing/Lottery Policy shall ensure that no attendance has been claimed for ineligible students. The Education Records and Student Information Policy shall ensure that all records are transferred to any new local educational agency in which the withdrawn student has enrolled or the student's school district of their last known address in accordance with the School's Education Records and Student Information Policy found on the School's website.

ANNUAL FINANCIAL AUDIT

The Board is responsible for contracting with the School's independent auditors and providing oversight of the independent auditors in reviewing:

- The School's system of internal controls, policies, and risk management;
- The integrity of the School's financial statements; and
- The School's compliance with legal and regulatory requirements and ethical standards.

The Board will review the scope and results of the audit and will receive notice of any consequential irregularities and management letter comments that the auditor noted during the audit. Additionally, the Board will develop a corrective action plan to address all relevant weaknesses noted by the auditor and review all financial information of the School.

The Audit must be completed, reviewed by the Board, and submitted to the charter-granting agency, the County Superintendent of Schools, the California State Controller, and the California Department of Education on or before December 15 of each year or an extended deadline, if granted by all three aforementioned governing bodies.

REQUIRED BUDGET AND OTHER FISCAL REPORTS

The Executive Director, working in conjunction with Charter Impact, will produce and submit to the charter granting agency any and all required financial reports as may be required by state or federal law or mandated by the terms of the School's charter.

PROPERTY AND LIABILITY INSURANCE

The Executive Director must ensure that the School retains appropriate property and liability insurance coverage. Property insurance must be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in

the School's Property Inventory and consumables. Premises and Board errors and omissions liability insurance must also be obtained and kept in force at all times on a "claims made" form with a self-insured retention of no more than $50,000 per occurrence and a limit of no less than $5 million per occurrence. The School's Executive Director and other staff who manage funds must be placed under a fidelity bond.

BOARD WITHOUT COMPENSATION

Board members incur ongoing expenses for equipment, internet services, and software, as well as travel expenses, to prepare for and participate in meetings of the Board. Board members shall serve without compensation, but may be entitled to a stipend or reimbursement of actual and necessary expenses for an approved amount established by the Board. Expenses for equipment, internet services, and software, as well as travel expenses necessary to attend Board meetings and meetings of Board committees, need not be approved in advance by the Board. All other expenses shall be approved in advance by the Board. Board members shall use the School's official reimbursement or expense form and attach appropriate backup documentation (e.g., itemized receipt or invoice). In no event may reimbursements exceed actual expenses. If a Board member fails to submit appropriate backup documentation, the Board member may be personally responsible for the charge.

FUNDRAISING, GRANT SOLICITATION, AND DONATION RECOGNITION

The Board must be informed of the award or receipt of any donated, grant, or categorical program funds, as well as any conditions, restrictions, or compliance requirements associated with the funds.

CONFLICTS OF INTEREST

The School complies with all applicable laws regarding conflicts of interest and related party transactions, including, but not limited to, the California Corporations Code, the Political Reform Act, and Government Code section 1090.

The School recognizes that it is important for Board members and key employees to understand the conflict of interest laws and rules that apply to the School, in order to identify and avoid conflicts of interest. The School Board and key staff shall receive annual mandatory training, to be conducted by a third party, on the applicable conflict of interest laws. Such training may be provided at the time the Board receives the mandatory Ralph M. Brown Act training required by the School's Charter, and may also cover specific topics including an overview of significant, applicable laws regarding the use of public funds, procedures for hiring, contractual arrangements, purchasing, bidding, and expenditure approvals that help to prevent conflicts of interest.

It is the policy of this School that all School officials, including Board members, officers, and employees, must not place themselves in any position where their private, personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence. School decision-makers may not be personally nor financially interested in any contract made by them in their official capacity.

PROCUREMENT

SEGREGATION OF DUTIES AND SYSTEM

Internal controls include the segregation of duties to establish necessary checks and balances so that one person is not handling a transaction from beginning to end. To ensure segregation of recording and approvals, the Business Office may not sign purchase orders.

The following functions will be segregated:

- Initiating, authorizing, or approving transactions.
- Executing transactions.
- Recording the transaction.
- Reconciling the transaction.

The School maintains an approval system for all non-payroll expenditures. When a vendor requires a purchase order, the School will maintain a system for those purchase orders.

All transactions will be posted in an electronic general ledger maintained by Charter Impact.

PROCUREMENT OBJECTIVES

The Board is committed to safeguarding the School's funds and promoting transparency and accountability when it comes to the use of its funds. The purpose of this Procurement Policy is to ensure the School receives high-quality and cost-effective equipment, materials, supplies, and services in an efficient manner from reputable vendors. Although cost is an important factor, the School is not required to select the vendor with the lowest price. The School will not engage in any contracting or purchasing activities intended to circumvent the procedures described herein.

Consideration will be made of in-house capabilities to accomplish services before contracting for them. When approving contracts for the purchase of goods or services, the School must:

- Determine if the expenditure is budgeted
- Determine if funds are currently available for expenditures (i.e., cash flow)
- Determine if the expenditure is allowable under the appropriate revenue source that will be used
- Determine if the expenditure is appropriate and consistent with the School's goals, vision, approved charter, School policies and procedures, and any related laws or applicable regulations
- Determine if the price is reasonable and prudent

EXCEPTIONS

These procurement procedures apply to contracts for services, as well as School purchases. However, these procurement procedures do **not** apply to the following:

- Employment contracts
- Contracts for services provided directly to students, including, but not limited to, contracts for special education and disability-related services.
- Contracts or purchases approved or mandated by the School's charter authorizer.
- Publication and/or copyright materials purchased directly from the publisher or copyright holder.
- Repairs and/or parts associated with repairs to equipment obtained from an "Authorized Dealer" (i.e., a dealer certified by the manufacturer to sell and/or perform maintenance on their equipment).
- Catering, photography, audio/visual, or other services from a facility rented for a meeting or conference if the facility has a policy requiring the use of their in-house services or services from a predetermined list of vendors.
- Contracts or purchases in an "emergency" situation. "Emergency" is defined as work stoppage, threat of financial loss, or other situations that impair the health, welfare, and safety of students, staff, or School property. These contracts/purchases must be accompanied by a memo noting the urgency of the contract/purchase, justification, and a cost and price analysis of the amount of the transaction, and must be approved by the Executive Director.
- The purchase, sale, lease, or transfer of real property on behalf of the School.
- A loan, line of credit, and other debt incurred on behalf of the School.
- Any contract or purchase in which other state or federal bidding or procurement laws apply, for example, contracts for E-rate services. In such instances, the School shall adhere to all applicable state and federal bidding and procurement requirements.

APPROVAL THRESHOLDS

Except as otherwise provided in these policies, the Executive Director has authority to approve contracts for the purchase of School goods or services up to $100,000 without prior Board approval, provided funds are authorized and available within the School's Board-adopted budget.

Contracts for the purchase of goods or services in excess of $100,000 should be submitted to the Board for approval prior to execution when reasonably practicable. However, when timing, operational needs, contractual obligations, or the need to maintain timely payment of School obligations makes prior Board approval impracticable, the Executive Director or an Authorized Signer may execute a contract in excess of $100,000 and/or authorize payment of an invoice or other obligation in excess of $100,000, provided that funds are authorized and available within the School's Board-adopted budget.

Any contract executed or payment authorized in excess of $100,000 without prior Board approval shall be presented to the Board for ratification at the next regularly scheduled Board meeting.

Once a contract is appropriately approved by the Executive Director or Board, or executed subject to subsequent Board ratification as permitted above, the contract may be executed by an Authorized Signer or another person specifically designated by the Board.

Notwithstanding the foregoing, any purchase, sale, lease, or transfer of real property on behalf of the

School, regardless of the amount, must receive prior approval from the Board. Such transaction shall be evidenced by a written agreement identifying all material terms and conditions of the transaction, approved by the Board and signed by an Authorized Signer.

~~Except as otherwise provided in these policies, the Executive Director has authority to approve contracts for the purchase of School goods or services up to $100,000 without Board approval, provided funds are authorized and available within the School's Board-adopted budget. Contracts for the purchase of goods or services in excess of $100,000 must be submitted for Board approval.~~

~~Once a contract is appropriately approved by the Executive Director or Board, contracts may be executed by an Authorized Signer or another person specifically designated by the Board after the Board has duly approved the contract.~~

~~Notwithstanding the foregoing, any purchase, sale, lease, or transfer of real property on behalf of the School, regardless of the amount, must be approved by the Board and will be evidenced by a written agreement identifying all the material terms and conditions of the transaction that is approved by the Board and signed by an Authorized Signer.~~

PURCHASE AND CONTRACT AMOUNTS

Purchase Amount

For purposes of the approval threshold (i.e., whether a contract must be Board approved), the "total" for a one-time purchase includes all taxes, shipping charges, and fees. Sometimes, multiple one-time purchases are made from the same vendor over time. It is within the discretion of the Executive Director whether to aggregate such purchases, taking into account the objectives of this procurement policy.

Fixed Price Contract Amount

For purposes of the approval threshold, the "total" for a fixed price is the total amount to be paid under the contract (*e.g.*, for a three-year contract for $40,000/year, the total amount to be paid is $120,000 so Board approval is required).

Non-Fixed Price Contract Amount

For contracts where the total amount to be paid cannot be determined upfront (*e.g.*, contracts for certain ongoing services), the "total" for purposes of the approval threshold depends on, in the judgment of the Executive Director, how much the School reasonably expects to pay under the contract each fiscal year. For any such contract, if the School ends up paying more than $100,000 in a fiscal year, the contract shall be brought to the Board for ratification.

BIDDING

Bids or estimates will be obtained by the School where required by law or otherwise deemed by the Executive Director to be appropriate and in the best interests of the School.

DOCUMENTATION; COMPLIANCE

Any individual making an authorized purchase on behalf of the School must provide the School with appropriate documentation of the purchase, including any documentation required to be retained under this policy. Individuals other than the Executive Director are not authorized to make purchases without pre-approval.

School staff and/or the back office will keep and maintain a contract file evidencing the bids or quotes obtained (if any) pursuant to the procurement process herein. Written contracts will be maintained.

If a contract service provider is a sole proprietor or a partnership (including LP and LLP), the Executive Director or designee will obtain a W-9 from the contract service provider prior to payment of invoices.

Contract service providers will be paid in accordance with approved contracts. The Executive Director will be responsible for ensuring the terms of the contracts are fulfilled.

PAYMENT AUTHORIZATION

All original invoices will be sent to the Business Office for review and approval. The Business Office comprises of school staff on the Vendor, Enrichment, and Accounting Team who work together under the direction of the Executive Director to complete the processes delegated to the Business Office herein.

- The Business Office will carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received.
- Invoice approval will be indicated by the signature of the Executive Director or Business Office on an invoice, email, or another electronic documentation process. The invoice and supporting documentation will be sent to Charter Impact on at least a weekly basis.
- Charter Impact will process approved invoices with sufficient supporting documentation.
- The Executive Director may authorize the Business Office or Charter Impact to pay invoices for recurring expenses (i.e., rent, utilities, software subscriptions, phone, and internet, etc.) without the Executive Director's formal approval for each invoice (signature, email, or other processes) when dollar amounts fall within a predetermined range.
    - A list of the vendors and the dollar range for each vendor must be provided to Charter Impact in writing and updated on an annual basis.

CREDIT CARDS, ACCOUNTS PAYABLE, AND BANK RECONCILIATIONS

SCHOOL CREDIT CARDS

The Board recognizes the efficiency and convenience afforded the day-to-day operation of the School, for payments and recordkeeping for certain expenses, through the use of School credit cards. However, the Board recognizes the need to establish control measures for the use of these cards. The Board agrees that it has a responsibility to ensure that credit card expenses incurred by the School must clearly be linked to the business of the School. This policy addresses and establishes the proper use and assignment of School

credit cards. Credit and debit cards should not be used to bypass established purchasing procedures, including advanced approval processes.

DEFINITIONS

Cardholder/User

The person for which the School credit card has been issued.

School Credit Card

The physical or virtual card and number associated with the card issued to the cardholder.

Administrator

The Business Office staff member assigned to establish or terminate Cardholder rights, reassign card limits, or change budget access.

SCHOOL CREDIT CARD USERS

A list of those individuals issued a School credit card will be maintained by the Executive Director and the Business Office.

A Cardholder/User employee who is no longer employed by the School must return his or her School credit card upon termination or resignation to the Executive Director or Business Office.

Credit cards will be disabled immediately upon the termination or resignation of a Cardholder/User by the card Administrator. Accounting for credit cards and settlement of credit card billings must be part of the employee separation checklists.

USER RESPONSIBILITIES

Credit Cardholders/Users must take proper care of their School credit card(s) and take all reasonable precautions against damage, loss, or theft by adherence to the following provisions:

- All Cardholders/Users must keep secure and confidential all active School credit card numbers and information.
- Cardholders/Users should not store sensitive active School credit card data, including full account number, type, expiration, and track data, in any method, on personal computers or networks.
- Cardholders/Users must not transmit in an insecure manner, such as by email, unsecured fax, or via mail, School credit card information.
- Cardholders/Users must restrict access to active credit card data and processing to the Administrator or other authorized individuals.
- Cardholders/Users must maintain active card information in a secure environment accessed only

by the issued Cardholder/User.

- Cardholders/Users must not be allowed to authorize payment of their own travel expenses. All travel expenses for any Cardholder/ User other than the Executive Director must be pre-approved by the Executive Director or designee, and the Executive Director's travel expenses shall be approved by a Board member.
- Cardholders/Users are responsible for retaining detailed receipts and/or supplier documentation for all purchases made with their School credit card, without which the Cardholder/User is responsible for the purchase.
- Cardholders/Users must submit detailed documentation, such as itemized detailed receipts and/or supplier documentation for services, supporting all purchases made on their School credit card, including travel and/or other actual and necessary expenses that have been incurred in connection with School-related business for which the School credit card has been used.
- Failure to take proper care of School credit card(s) or failure to report damage, loss, or theft may subject the Cardholder/User to financial liability and discipline.
- If the Business Office identifies any inadvertent personal charges or unauthorized uses of the card, the card statement and all backup documentation will be forwarded to the Executive Director for review, or if such charges or uses are those of the Executive Director, to the Board Chairperson.
- Purchases made using a credit or debit card are subject to the same approval thresholds and other procurement requirements as all other purchases.

CREDIT CARD PURCHASING

School credit cards may only be used for legitimate School business expenses and in accordance with relevant Board policies.

- Credit cards must only be used for transactions for which payment of check disbursement is not accepted or is impractical, such as transactions that would cause undue hardship to the School or the Cardholder/User.
- School credit card usage includes the following types of expenses:
    - School services, including catering or advertising.
    - School supplies, including office supplies, educational supplies, and operation and maintenance supplies.
    - Travel, including transportation services, airfare, car rental expenses, or payments to a travel agency.
    - Payments to educational and charitable organizations, including Schools, colleges, vocational schools, and membership organizations.
    - Educational conferences and seminars.
    - Other expenses necessary for the education of students or for the continuous operations

of the School as determined by the Executive Director.

CREDIT CARD RECONCILIATION

- A Cardholder/User will review the card statement to ensure it includes only their own approved charges.
- The Business Office will verify that appropriate backup documentation has been provided for all charges on the card statement.
- Any charges not made by the Cardholder/User will be identified and discussed with the Executive Director.
- The Executive Director or designee will review charges and supporting documentation for each Cardholder/User's monthly statement before approving any payment.
- For the Executive Director, the Board will review charges and supporting documentation.
- All cardholders should report the loss or theft of their School credit or debit card immediately to the credit card company and the Administrator, even if the loss or theft occurs on a weekend or holiday. The Administrator will discuss any loss or theft with the Executive Director.

EXCLUSIONS

School credit cards must not be used for alcohol, cash advances, ATM, money orders, jewelry or clothing, medical expenses, or payment of fines, auto tickets or penalties, bereavement or congratulatory-related items like cards or flowers unless prior written approval is received from the Executive Director, or in the case of the Executive Director, the Board Chairperson.

In no event shall a School credit card be used for a Cardholder/User's personal expenses.

EMPLOYEES' PERSONAL CREDIT CARDS

Employees who use personal credit or debit cards to make unauthorized purchases will not be reimbursed. Authorized purchases for legitimate School business-related purchases will be reimbursed by a bank check upon receipt of appropriate documentation of the purchase in alignment with the School's policies for procurement, expenditures, and employee reimbursements.

ACCOUNTS PAYABLE CHECKS

- Charter Impact does not use pre-printed check stock to avoid the risk of theft.
- When there is a need to generate a check, the Business Office will send appropriate approved documentation to Charter Impact. This is usually an approved invoice or Check Request Form.
- Once approved by the Executive Director or designee, Charter Impact prepares the check based on the check authorization prior to obtaining the appropriate signature(s).
- Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any

individual sign a blank check.

- Charter Impact will record the check transaction(s) into the appropriate checkbook and in the general ledger.
- School utilizes the "positive pay" feature at their bank to help reduce the chance of fraud. Positive pay requires all cashed checks to match with the records of Charter Impact for check number, amount, and payee.
- Charter Impact will distribute the checks and vouchers as follows:
    - Original – mailed or delivered to the payee.
    - Duplicate or voucher – attached to the invoice and filed by vendor name by a Charter Impact accountant.
    - Canceled Checks – maintained with the banking institution.
    - Voided checks will have the signature line cut out and will have VOID written in ink. The original check will be attached to the duplicate and forwarded to Charter Impact who will attach any other related documentation as appropriate.

BANK RECONCILIATIONS

Bank reconciliations will be prepared and performed by Charter Impact for all of the School's bank account transactions on a monthly basis.

- Charter Impact will maintain view-only online access to School bank accounts and download the monthly bank activity/statement directly from the bank.
- Once the statement is received, Charter Impact will examine all paid checks for the date, name, cancellation, and endorsement.
- Any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.
- Charter Impact will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any discrepancies to the Executive Director or designee.
- The Executive Director or designee has the final review responsibilities to ensure all procedures have been followed.

CASH RECEIPT MANAGEMENT

CASH RECEIPTS POLICIES AND PROCEDURES

All departments receiving cash are designated as cash collection points. "Cash" may consist of currency, checks, money orders, credit card transactions, fed wires, and electronic fund transfers.

CASH AND CHECKS

All departments responsible for cash collection must maintain a clear separation of duties. An individual

should not have responsibility for more than one of the cash handling components: receipt, deposit, or reconciliation.

- A secure area for processing and safeguarding funds received must be maintained and access restricted to authorized personnel.
- Always issue a receipt in return for cash received from students, parents, or others. Be sure to include at a minimum: the date cash was received, the amount received, the purpose, and initials/signature verification.
- All cash collections require two signatures – the individual collecting and handling the money, and the individual recording the money.
    - Once verified, all cash will be immediately put into a lockbox.
    - Under no circumstances will employees or students make disbursements from the un-deposited receipts. All cash or other receipts must be deposited with the bank, in total.
    - The lockbox will be emptied at least two times per week, corresponding to days when deposits are made unless deposit amounts total greater than $6,000.
- All checks should be made payable to Pacific Coast Academy. Checks will be restrictively endorsed immediately upon receipt with “For Deposit Only” and placed in the lockbox until they are ready to be deposited. Post-dated checks should not be accepted and will be returned to the check writer.
- The Depositor (Executive Administrative Assistant or designee) is responsible for making the deposit to the appropriate bank account.
    - Deposits totaling greater than $6,000 must be deposited the next business day by the designated School employee. Un-deposited totals less than $6,000 may be retained in the School’s lock box until the next scheduled deposit is made, at least once per week.
    - A deposit slip will be completed by the Business Office. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.

WIRE TRANSFERS

Only the Executive Director or designee is permitted to initiate an outgoing wire transfer. All outgoing wire transfers shall be performed in person at the bank or using the bank’s secure website and should include the Executive Director or designee as the secondary approver. Outgoing wire transfers shall not be issued unless the secondary approver is in-person at the bank and approves the transfer or logs on to the bank’s secure website and approves the transfer electronically.

RETURNED CHECKS

The School should attempt to deposit returned checks a second time; if the check does not clear on the second attempt, the payment should be returned to the vendor, and the general ledger account to which it was applied adjusted.

No check should be withheld from the deposit unless it is legally imperfect (i.e., no maker signature), in

which case the Business Office should immediately contact the payer and discuss the best method to remedy the imperfect check. The School should never provide cash to any individual or organization in exchange for their personal checks.

FUNDRAISING

Each fundraising activity must be approved by the Executive Director or designee. In order to be approved, the individual planning the fundraiser must submit a proposal in advance of the event so that all fundraising efforts may be coordinated.

The Executive Director or designee must appoint a School official (the "Supervising Official") for all fundraisers where cash or checks will be collected.

- The Supervising Official will be responsible for collecting and holding all cash and checks for the purpose of the fundraising activity.
- The Supervising Official will record each transaction in a receipt book at the time the transaction is made, with a copy of the receipt provided to the donor.
    - The cash, checks, receipt book, and deposit summary must be given to the School's Business Office by the end of the next School business day after the fundraising event.
    - Both the Supervising Official and the Business Office will count the deposit and verify the amount of the funds in writing.
    - The Business Office will put the funds in a secure, locked location and follow the established cash handling procedures, detailed above.

INVESTMENT POLICY

The School will prioritize the safety and security of funds by utilizing low-risk investment options. These options include, but are not limited to, savings accounts, money market accounts, and other similar vehicles. All funds will be fully insured by the Federal Deposit Insurance Corporation (FDIC) up to the total invested amount, ensuring the highest level of protection. The primary objective is to maintain a safety net for the organization's assets while seeking reasonable returns within this low-risk framework. The School will regularly review these accounts to ensure compliance with this policy and adjust as necessary to align with prevailing market conditions.

PAYROLL

PAYROLL SERVICES AND SETUP

Charter Impact prepares payroll checks, tax, and retirement withholdings, tax statements, and performs other payroll support functions. The Executive Director will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Executive Director or designee will review payroll statements each pay period to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings

have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon the hiring of staff, the Executive Director or designee will be responsible for the creation of a personnel file with all appropriate payroll-related documentation and completing or providing all of the items on the Employee Payroll Set-up/Change Form. Items include a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave and other leaves of absence.

STIPENDS

The Executive Director or designee will notify Charter Impact of all authorizations for approved stipends per the School's Compensation Policy and other applicable School policies.

PAYROLL PROCESSING

Payroll is processed within 10 days after the period in which it is earned for hourly employees. Hourly employees must submit signed time records within the School's time-keeping system on a daily basis to verify appropriate hours worked, resolve absences, and monitor the number of hours worked. Hourly employees submit their time records to their immediate supervisor or the Executive Director for approval.

The designated School employee is responsible for providing Charter Impact with a Summary Report of timesheet processing.

Charter Impact will prepare the Payroll Master report based on the initial payroll summary report and provide it to the Executive Director or designee for review and approval.

The Executive Director or designee is responsible for reviewing the Payroll Master and submitting it to Charter Impact for final processing and payment.

- Payroll checks are directly deposited or mailed via USPS first-class mail.

PAYROLL TAXES AND RECORD-KEEPING

Charter Impact will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted.

Charter Impact will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security, and Medicare and submit the forms to the respective agencies on behalf of the School. Charter Impact will prepare the quarterly state returns for unemployment and disability, review the forms with the Executive Director, and submit the forms to the state on behalf of the School.

The designated School employee will maintain written records of all full-time employees' use of sick leave, vacation pay, and any other leaves of absence.

- The designated School employee will immediately notify the Executive Director or designee if an

employee exceeds the accrued sick leave or vacation pay or has any other unpaid absences.

- The designated School employee will regularly reconcile sick leave and vacation pay accruals and use for all employees. The designated School employee will confirm the availability of accrued sick leave or vacation pay when approving and/or processing requests for paid time off.

EXPENSE REPORTS & REIMBURSEMENTS

Employees will be reimbursed for legitimate and reasonable School-related purchases and expenses necessarily incurred in the discharge of their duties and in alignment with the School's procurement policies and Expense Reimbursement Policy. Reimbursements may be issued either by bank check or as a supplemental payment to the employee's paycheck, which may be distributed electronically (via ACH), depending on the employee's preferred pay method.

Executive Director expense reports must be approved by the Deputy Executive Director or Senior Director and must always be submitted to Charter Impact for processing and payment.

FINANCE AND FINANCIAL REPORTING

FINANCIAL REPORTING

Charter Impact maintains supporting records in sufficient detail to prepare the School's financial reports throughout the year, including:

- Annually
    - Financial statements for audit
    - Annual budget
    - Unaudited Actuals
    - 990 Income Tax Returns
- Monthly
    - Trial balance
    - Statement of Financial Position
    - Budget vs. Actual Report
    - Monthly Forecast (cash-flow projection)
    - Monthly Check Register
    - Accounts Payable Aging
- Periodically
    - IRS Forms 941 and payroll tax returns
    - Comparable State taxing authority returns
    - First and Second Interim Reports
    - Other reports as requested

THIRD-PARTY LOANS

The Executive Director and the Board will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.

Once approved, a promissory note will be prepared and signed by an Authorized Signer before funds are borrowed.

FUND BALANCE RESERVE

A fund balance reserve will be maintained in compliance with 5 CCR § 15450, the school's charter, and any agreements with the charter authorizer. Charter Impact will provide the Executive Director with a Statement of Financial Position on a monthly basis. It is the responsibility of the Executive Director and the Board to understand the School's financial situation. It is the responsibility of the Executive Director to prioritize payments as needed.

Coversheet

Transportation and Driving Policy

Section: IV. Consent Agenda
Item: F. Transportation and Driving Policy
Purpose:
Submitted by:
Related Material: PCA Transportation Driving Policy_Rev 6.08.26_RED 8.25.26.pdf

Pacific Coast Academy

Transportation/ Driving Policy

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TRANSPORTATION/DRIVING POLICY

Transportation is a necessary service and an integral part of the total educational program at Pacific Coast Academy (hereinafter "CHARTER SCHOOL.") The safe operation of our motor vehicles is one of the highest priorities at CHARTER SCHOOL. Though it is not the intent of CHARTER SCHOOL to "police" operators of vehicles driven on behalf of the school or to invade the privacy of employees, it is necessary to establish a basis for determining safe operating standards for drivers. The following shall apply to all persons operating CHARTER SCHOOL vehicles or operating their own vehicles for any reason or for CHARTER SCHOOL business:

REQUIREMENTS

Driver must be at least 24 years of age and have the following on file with the school:

- Live Scan background check
- TB Risk Assessment
- Signed Boundaries Agreement
- Valid CA driving license

REQUIREMENTS FOR EMPLOYEES DRIVING PERSONAL VEHICLES FOR SCHOOL BUSINESS

- Live Scan background check
- TB Risk Assessment
- Valid driving license
- Valid vehicle registration
- Attestation of auto insurance coverage
- Access to an operational vehicle

INSURANCE REQUIREMENTS FOR EMPLOYEES DRIVING PERSONAL VEHICLES FOR SCHOOL BUSINESS

Driver must carry and provide evidence of at least the ~~following~~ minimum auto liability insurance coverage required under ~~and amounts per~~ the California Insurance Code §11580~~:~~

- ~~$15,000 for injury/death to one person.~~
- ~~$30,000 for injury/death to more than one person.~~
- ~~$5,000 for damage to property.~~

If the driver of a personal automobile for approved CHARTER SCHOOL purposes is involved in an accident, by law their liability insurance policy is used first (California Vehicle Code section 17150). CHARTER SCHOOL's liability policy would be used only after their policy limits have been exceeded. CHARTER SCHOOL does not cover, nor is it responsible for, comprehensive and collision coverage to personal vehicles. CHARTER SCHOOL's insurance does not cover damage to personal vehicles. CHARTER SCHOOL's liability policy does not cover use of a driver's personal automobile for use that is outside the course and scope of the employee's employment.

DRIVING RECORD REQUIREMENTS

Employees who drive school-owned vehicles must enroll in the Employer Pull Notification program by signing the Authorization for Release of Driver Information which authorizes the employer to receive ~~obtain and provide~~ a copy of their current Motor Vehicle Record (MVR) at least annually for review~~;it is available online on the DMV website for $2~~.

WRITTEN WARNING STATUS

Any employee who drives a school-owned vehicle has an MVR with the following violations within the previous three (3) years may be subject to a written warning status:

- Two (2) or more moving violations;
- One (1) accident and (1) moving violation;
- Two (2) or more seat belt violations.

PROBATIONARY STATUS

Any employee who drives a school-owned vehicle who has an MVR with the following violations within the previous three (3) years may be placed on *probationary status*:

- Three (3) or more moving violations and/or accidents whether or not at-fault (e.g., 2 moving violations and 1accident or combination thereof);
- One (1) at-fault accident.

SUSPENSION STATUS/NOT PERMITTED

Any employee who drives a school-owned vehicle who has an MVR with the following violations within the previous ten (10) years *may not be permitted to* operate any vehicle on CHARTER SCHOOL business (your MVR will be reviewed by the insurance carrier for determination):

- Four (4) or more moving violations and/or accidents whether or not at-fault (e.g. 3 moving violations and 1at-fault accident or combination thereof);
- Driving Under the Influence of Drugs or Alcohol;
- Failure to Stop for an Accident;
- Homicide, manslaughter or assault arising out of the operation of a motor vehicle;
- Driving with a Revoked or Suspended License;
- Possession of an Opened Container of Alcohol in a Vehicle;
- Speed Contest;
- Drag or Highway Racing;
- Attempting to Elude a Police Officer;
- Hit and Run;
- Reckless Driving;
- Two (2) or more at-fault accidents;

- Accumulation of three (3) or more DMV points within a three-year period.

Employees that accumulate 2 or more at-fault driving accidents during the course of 12 months may have their CHARTER SCHOOL driving privileges revoked. Employees in driving positions may be placed in a non- driving position pending availability.

Seatbelts are an essential element of our driver safety policy/procedures. To emphasize seatbelt awareness, one seatbelt violation while on CHARTER SCHOOL business will equate to one (1) moving violation.

GUIDELINES

- No non-approved stops other than to and from the activity should be made.
- Drivers are required to obey all laws regarding electronic wireless communication, including but not limited to: telephone calls, writing, sending, or reading text messages, instant messages, and e-mail messages.
- No smoking while driving. Drivers suspected as under the influence of drugs or alcohol will not be permittedto drive.
- Drivers may not carry non-school personnel, students, or other "guests" as passengers.
- Every driver shall be familiar with and observe all State of California Vehicle Codes, and local traffic rules and ordinances, including traffic control signs, posted speed limits, parking restrictions, and other applicable rulesand regulations governing vehicle operation. It is the responsibility of the employee to visually inspect the vehicle prior to its use to ensure that the vehicle is in a safe and clean operating condition (e.g., material/equipment that obstructs the driver's vision and/or may cause injury in the event of an accident).
- Every driver, whether driving their own vehicle or a school vehicle, is expected to pay for parking and tolls, and may then submit for reimbursement. Drivers will be responsible for a parking ticket and/or toll violations if they fail to pay and or violate any other parking restrictions, absent unforeseen circumstances.
- Drivers who are driving their personal automobile for approved school purposes will be responsible for any costs associated with moving violations and parking violations incurred during such driving.

I HAVE READ AND UNDERSTAND THE TRANSPORTATION/DRIVING POLICY & AGREE TO ITS TERMS

Sign _____ Date _____

Employee

Complete _____ State _____

Driver's License #

Sign _____ Date _____

Supervisor

WRITTEN WARNING

The safe operation of Motor Vehicles is imperative to the safety of our employees and students as wellas the public.

The management of CHARTER SCHOOL has reviewed your Motor Vehicle Record.

If you disagree with the information provided, you have been given the opportunity to go to the DMV within 30 days of notification, correct the information and give us an updated/corrected copy of your Motor Vehicle Record.

The information contained in your Motor Vehicle Record is of concern to CHARTER SCHOOL with respect to your ability to drive safely.

By signing this form, you are aware that you have been placed on a written warning status until the next review ofyour Motor Vehicle Record. Should the next review uncover further violations/accidents, your status may changeto probationary.

I HAVE READ AND UNDERSTAND THE TRANSPORTATION/DRIVING POLICY & AGREE TO ITS TERMS

Sign _____ Date _____

Employee

Complete _____ State _____

Driver's License #

Sign _____ Date _____

Supervisor

PROBATION NOTICE

The safe operation of Motor Vehicles is imperative to the safety of our employees and students as wellas the public.

The management of CHARTER SCHOOL has reviewed your Motor Vehicle Record.

If you disagree with the information provided, you have been given the opportunity to go to the DMV within 30 days of notification, correct the information and give us an updated/corrected copy of your Motor Vehicle Record.

The information contained in your Motor Vehicle Record is of concern to CHARTER SCHOOL with respect to your ability to drive safely.

Any employee who has accumulated moving violations, accidents or a combination thereof, which exceed the standards aforementioned in this policy, is placed on probationary status and will be subject to havingtheir Motor Vehicle Record reviewed as often as Management feels necessary. Probationary status will remain in effect for a minimum period of twelve (12) months from the date noted below. At that time management will review driving status with the employee for consideration to be placed back into written warning status.

If notification of a moving violation and/or at-fault accident occurs while on probationary status, an employee maybe placed in a non-driving position or be subject to termination at management's discretion. Please note, there are very limited non-driving positions available in at CHARTER SCHOOL and if an employee is excluded from drivingactivities due to their Motor Vehicle Record, we may not have a position for them.

By signing this form, you are aware that you have been placed on a probationary status until the next review of your Motor Vehicle Record. Should the next review uncover further violations/accidents, your CHARTER SCHOOL driving privileges may be revoked.

I HAVE READ AND UNDERSTAND THE TRANSPORTATION/DRIVING POLICY & AGREE TO ITS TERMS

Sign _____ Date _____

Employee

Complete _____ State _____

Driver’s License #

Sign _____ Date _____

Supervisor

SUSPENSION NOTICE

The safe operation of Motor Vehicles is imperative to the safety of our employees and students as wellas the public.

The management of CHARTER SCHOOL has reviewed your Motor Vehicle Record.

If you disagree with the information provided, you have been given the opportunity to go to the DMV within 30 days of notification to correct the information and give us an updated/corrected copy of your Motor Vehicle Record.

The information contained in your Motor Vehicle Record is of concern to CHARTER SCHOOL with respect to your ability to drive safely.

Any employee who has accumulated moving violations, accidents or a combination thereof, which exceed the standards aforementioned in this policy, is subject to immediate suspension of CHARTER SCHOOL driving privileges. Immediate suspension of CHARTER SCHOOL driving privileges also applies should the State revoke or suspend the driver's license.

Please note, there are very limited non-driving positions available in the Charter school and if an employee is excluded from Charter school driving activities due to their Motor Vehicle Record, we may not have a position forthem.

By signing this form, you are aware that you have been placed on a suspended driving status. You have the opportunity to go to the DMV within 30 days of this notification to correct the information, and give us an updated/corrected copy of your Motor Vehicle Record. In the event that you are unable to correct the deficienciesthat prompted your CHARTER SCHOOL driving privilege suspension, your suspended status will continue, and pending non-driving position availability you may be subject to termination.

I HAVE READ AND UNDERSTAND THE TRANSPORTATION/DRIVING POLICY & AGREE TO ITS TERMS

Sign _____ Date _____

Employee

Complete _____ State _____

Driver’s License #

Sign _____ Date _____

Supervisor

BOUNDARIES AGREEMENT

School-owned vehicles must be kept within the state of California and within the counties served by the school (San Diego, Riverside, Orange, and in some cases, Imperial and San Bernardino) unless express, written permission has been given by the Executive Director. **No non-approved stops other than to and from the activity should be made.**

I HAVE READ AND UNDERSTAND THE TRANSPORTATION/DRIVING POLICY & AGREE TO ITS TERMS

Sign _____ Date _____

Employee

Complete _____ State _____

Driver's License #

Sign _____ Date _____

Supervisor

Coversheet

Independent Educational Evaluation Policy (IEE)

Section: IV. Consent Agenda
Item: G. Independent Educational Evaluation Policy (IEE)
Purpose:
Submitted by:
Related Material: PCA Independent Educ Eval Policy_RED 8.26.26.pdf

Pacific Coast Academy

~~Parent Requests for Independent Educational Evaluations~~

Independent Educational Evaluation Policy

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INDEPENDENT EDUCATIONAL EVALUATION POLICY

PARENT REQUESTS FOR INDEPENDENT EDUCATIONAL EVALUATIONS

INTRODUCTION

The following policy will provide Pacific Coast Academy families, special education administration and staff with a procedural guideline which includes the federal and state laws regarding Independent Educational Evaluations (IEEs) and best practices when working with parents/guardians and assessors when the LEA has received a request for an IEE.

DEFINITIONS

"Independent Educational Evaluation" means an evaluation conducted by a qualified examiner who is not employed by Pacific Coast Academy.

- An IEE can be conducted in any area previously evaluated, or not, by Pacific Coast Academy.
- "Public expense" means that Pacific Coast Academy either pays for the full cost of the evaluation or ensures that the evaluation or evaluation components are otherwise provided at no cost to the parent/guardian.
- A "parent" is defined as the following:
    - A biological or adoptive parent of a child
    - A foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf specifically has been limited by court order. (CFR 34, 300.30(b)(1) or (2)).
    - A guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child, including a responsible adult appointed for the child. (Sections 361 and 726 of the Welfare and Institutions Code)
    - An individual acting in the place of a biological or adoptive parent, including a grandparent, step parent, or other relative, with whom the child lives, or an individual who is legally responsible for the child's welfare
    - A surrogate parent who has been appointed. (Section 7579.5 or 7579.6 of the Government Code, Section 300.519 of Title 34 of the Code of Federal Regulations, and Section 1439(a)(5) of Title 20 of the United States Code)

WHEN MAY A PARENT/GUARDIAN REQUEST AN IEE?

A parent/guardian has the right to obtain an Independent Educational Evaluation (IEE) for their child at their own expense at any time (34 CFR 300.502(a)(1)). The parent/guardian of a student with a disability, or with an IEP, has the right to obtain an Independent Educational Evaluation at public expense, subject to the provisions of federal and state law, when the parent/guardian disagrees with an assessment obtained or conducted by the LEA within the last two years (34 CFR 300.502(b)(1) and (d)(2)(A), California Education Code Sec 56329(b), and (OAH Case No. 2012051153)).

A parent/guardian is only entitled to one IEE in response to each area of evaluation completed by the LEA within the last two years.

PROCEDURES FOR SHARING A "PARENT-INITIATED IEE"

When a parent/guardian obtains an IEE at private expense, the results of the evaluation, if shared with Pacific Coast Academy:

- Shall be considered by Pacific Coast Academy, if it meets agency criteria, in any decision made with respect to the provision of a Free, Appropriate, Public Education (FAPE) to the student; and
- May be presented as evidence at a due process hearing regarding the child.

RESPONDING TO A REQUEST FOR AN IEE AT PUBLIC EXPENSE

Once a parent/guardian has requested an IEE at public expense, Pacific Coast Academy must provide the parent/guardian with a copy of their Procedural Safeguards, Prior Written Notice (PWN) and either:

- Provide the parent/guardian with the IEE Procedures and Resources for Parents packet which provides information about where an IEE may be obtained, the agency criteria applicable for IEEs, and expense information (34 CFR 300.502(a)(2)); or
- Initiate a due process hearing to show that Pacific Coast Academy's evaluation is appropriate.

Pacific Coast Academy may request that the parent/guardian explain why s/he objects to the LEA's evaluation or specific areas of evaluation. However, Pacific Coast Academy may not require the parent/guardian to provide an explanation and may not unreasonably delay providing the IEE at public expense.

AGENCY CRITERIA FOR CONDUCTING AN IEE

According to federal regulations, the criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Pacific Coast Academy uses when it initiates an evaluation (34 CFR 300.502(e)(1)). Pacific Coast Academy may not impose conditions or timelines related to obtaining an IEE at public expense (34 CFR 300.502(e)(2)).

LOCATION

It is recommended to locate an evaluator within your county or neighboring counties. The IEE assessment must take place within a reasonable distance from the student's residence (i.e., 50 miles) unless extenuating circumstances exist (for example, if there is not an assessor in that student's area). Evaluators outside of this area will be approved only on an exceptional basis by Pacific Coast Academy if the parents/guardians or Pacific Coast Academy can demonstrate there is a unique need for a specialized evaluation and that there are no qualified evaluators within the specified area who can appropriately assess their child's educational needs.

The IEE shall be administered by an evaluator in the same type of educational setting as that used by Pacific Coast Academy in providing similar evaluations including, but not limited to, classroom observations (California Education Code Section 56329(c)).

GUIDELINES FOR DETERMINING QUALIFICATIONS

All assessments shall be completed by persons competent to perform the assessment as determined by the LEA (California Education Code Section 56322). The IEE shall be administered by an evaluator who holds equivalent certifications, licenses, or other qualifications that would be required of the Pacific Coast Academy staff to provide similar evaluations.

Independent evaluators shall have the following minimum credentials issued by the appropriate agency or board within the State of California:

Type of Assessment	Minimum Qualifications
~~Academic Achievement~~	~~Credentialed Special Education Teacher~~ ~~Licensed Educational Psychologist (LEP)~~
~~Adaptive Behavior~~	~~Licensed Educational Psychologist~~
~~Adaptive Physical Education~~	~~Credentialed Adapted Physical Education Specialist~~
~~Assistive Technology~~	~~Certified Assistive Technology Specialist~~
~~Auditory Acuity~~	~~Licensed Educational Audiologist~~ ~~Clinical or Rehabilitative Services Credential~~ ~~Language, Speech and Hearing and Audiology Credential~~
~~Auditory Perception/Auditory Processing~~	~~Language, Speech and Hearing and Audiology Credential~~ ~~Clinical or Rehabilitative Services Credential~~ ~~Education Specialist Instruction Credential: Deaf and Hard of Hearing~~ ~~Licensed Educational Psychologist~~
~~Functional Behavioral Assessment~~	~~Credentialed Special Education Teacher~~ ~~Licensed Marriage and Family Therapist~~ ~~Licensed Clinical Social Worker~~ ~~Licensed Educational Psychologist~~ ~~Board Certified Behavior Analyst~~
~~Health~~	~~Licensed Physician~~ ~~Registered Nurse~~ ~~School Nurse Services Credential~~
~~Motor~~	~~Licensed Physical Therapist~~ ~~Registered Occupational Therapist~~ ~~Adaptive Physical Education Specialist~~ ~~Occupational Therapy Licensed Occupational Therapist~~ ~~Orientation and Mobility~~
~~Orientation and Mobility~~	~~Clinical or Rehabilitative Services Credential~~ ~~Education Specialist Instruction Credential: Physical and Health~~ ~~Impairment~~
~~Physical Therapy~~	~~Licensed Physical Therapist~~
~~Social/Emotional~~	~~Licensed Educational Psychologist~~ ~~Licensed Clinical Social Worker (LCSW)~~ ~~Licensed Marriage and Family Therapist~~
~~Speech and Language~~	~~Credentialed or Licensed Speech and Language Pathologist~~
~~Visual Acuity/Transition/Vocational~~	~~Credentialed Special Education Teacher~~ ~~Adult Education Credential with a Career Development Authorization~~
~~Developmental Vision~~	~~Licensed Optometrist~~ ~~Licensed Ophthalmologist~~ ~~Education Specialist Instruction Credential: Visual Impairments~~
~~Functional Vision~~	~~Education Specialist Instruction Credential: Visual Impairments~~

Type of Assessment	Minimum Qualifications
Academic Achievement	Credentialed Special Education Teacher Licensed Educational Psychologist (LEP) or Pupil Personnel Services Credential-School Psychology
Adaptive Behavior	Licensed Educational Psychologist (LEP) or Pupil Personnel Services Credential-School Psychology
Adapted Physical Education	Credentialed Adapted Physical Education Specialist
Assistive Technology	Certified Assistive Technology Specialist
Auditory Acuity	Licensed or Certificated Educational Audiologist Clinical or Rehabilitative Services Credential Language, Speech and Hearing and Auditory Credential
Auditory Perception/ Auditory Processing	Language, Speech and Hearing and Audiology Credential Clinical or Rehabilitative Services Credential Education Specialist Instruction Credential: Deaf and Hard-of-Hearing Licensed Educational Psychologist Pupil Personnel Services Credential- School Psychology
Functional Behavioral Assessment	Credentialed Special Education Teacher Licensed Marriage and Family Therapist Licensed Clinical Social Worker Licensed Educational Psychologist Board Certified Behavior Analyst Pupil Personnel Services Credential - School Psychology
Health	Licensed Physician Registered Nurse School Nurse Services Credential
Motor	Licensed Physical Therapist Registered Occupational Therapist Adapted Physical Education Specialist Licensed Occupational Therapist
Orientation and Mobility	Clinical or Rehabilitative Services Credential Education Specialist Instruction Credential: Physical and Health Impairment
Physical Therapy	Licensed Physical Therapist

Social/Emotional	Licensed Educational Psychologist Licensed Clinical Social Worker (LCSW) Licensed Marriage and Family Therapist Pupil Personnel Services Credential- School Psychology
Speech and Language	Credentialed or Licensed Speech and Language Pathologist
Transition/Vocational	Credentialed Special Education Teacher Adult Education Credential with a Career Development Authorization Pupil Personnel Services Credential - School Psychology
Developmental Vision	Licensed Optometrist Licensed Ophthalmologist Education Specialist Instruction Credential: Visual Impairments
Functional Vision	Education Specialist Instruction Credential: Visual Impairments

A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by Pacific Coast Academy. A parent/guardian may also request a list of suggested IEE evaluators who meet the Pacific Coast Academy criteria, but the parent/ guardian is not required to select from the list provided.

CONFLICT OF INTEREST

Pacific Coast Academy should ensure there is no conflict of interest between the evaluator and service provider, or the evaluator and the family. After completing an IEE, the independent evaluator or their agency must not currently be under contract to provide services or assessments for Pacific Coast Academy. The Chosen assessor will also not be contracted to provide the service(s) recommended to the IEP team.

IEE COST DETERMINATION

The cost determination for an IEE shall be comparable to the costs incurred by the Pacific Coast Academy when it uses its own employees or contractors to complete a similar assessment. An all-inclusive cost shall include:

- Observations;
- Review of student records;
- Administration and scoring of assessments;
- Report writing; and
- Attendance in person, by phone, or virtually at the IEP meeting in which the IEE is presented.

The following cost limitations have been agreed upon by the Pacific Coast Academy School board:

Assessment Type	Maximum Cost
~~Assistive Technology~~	~~$1300~~
~~Auditory Perception/Auditory Processing~~	~~$ 700~~
~~Functional Behavioral Assessment~~	~~$ 3000~~
~~Cognitive/ Full Psycho-Educational (Rate allowed depends on components tested such as academic, adaptive behavior, cognition, social-emotional, etc.) (Extras to include but not limited to Functional Behavior Assessment, ERMHS ect)~~	~~$ 4000 with a 25% cap for extras~~
~~Occupational Therapy~~	~~$1000~~
~~Physical Therapy~~	~~$1000~~
~~Speech and Language~~	~~$1200~~
~~Functional Vision~~	~~$1000~~

Assessment Type	**Maximum Cost**
Assistive Technology	$3,000
Auditory Perception/Auditory Processing	$2,000
Functional Behavioral Assessment	$5,800
Cognitive/ Full Psycho-Educational (Rate allowed depends on components tested such as academic, adaptive behavior, cognition, social-emotional, etc.) (Extras to include but not limited to Functional Behavior Assessment, ERMHS, etc.)	$6,800 with a 25% cap for extras
Occupational Therapy	$2,000
Physical Therapy	$2,200
Speech and Language	$2,300
Functional Vision	$1,500

A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a financial waiver of any of the cost determination criteria listed above as defined by Pacific Coast Academy.

PAYMENT OF IEE COSTS

IEE Obtained at Public Expense

Pacific Coast Academy shall issue payment to the independent evaluator for the cost of conducting the IEE following the Pacific Coast Academy's receipt of the following from the assessor:

- A written IEE assessment report prepared by the independent evaluator containing all necessary assessment and eligibility sections. The report shall be received by Pacific Coast Academy and the parent/guardian five days prior to the IEP meeting;
- The original assessment protocols utilized to conduct the IEE shall be provided to Pacific Coast Academy; and
- Detailed invoice(s), including dates of assessment, observation(s), and hourly rates.

CRITERIA FOR ACCESSING PRIVATE INSURANCE

When private insurance will cover all, or a portion of, the costs of the IEE, Pacific Coast Academy may request that the parent/guardian voluntarily have their insurance pay the costs of the IEE covered by their insurance. However, parents/guardians will not be asked to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/ guardian including but not limited to:

- A decrease in available lifetime coverage or any other benefit under an insurance policy;
- An increase in premiums or the discontinuance of the policy; or
- An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim.

IEE ASSESSMENT RESULTS

The results of the IEE, whether obtained at public or private expense, will be considered by the IEP team when making a determination regarding the student's eligibility for special education and related services, educational placement, and other components of the student's educational program as required by federal and California special education laws and regulations. However, the results of an IEE will not control the IEP team's determinations and may not be considered if not completed by a qualified professional, as determined by Pacific Coast Academy.

INDEPENDENT EVALUATOR SERVICE AGREEMENT

Pacific Coast Academy will complete a service agreement with the independent evaluator to ensure clarification regarding terms of the agreement.

Qualified Evaluator will need to submit the following requirements:

- Proof of Liability Insurance as indicated in the agreement
- Copy of Certification, Credential or License
- All-Inclusive Assessment Fee Schedule that meets the cap requirement

Coversheet

Evaluation Policy

Section: IV. Consent Agenda
Item: H. Evaluation Policy
Purpose:
Submitted by:
Related Material: PCA Evaluation Policy_Rev 06.27.2024_RED 9.01.26.pdf

Pacific Coast Academy

Evaluation Policy

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EVALUATION POLICY

Pacific Coast Academy is committed to providing evaluation and assessment of all staff members on a continuing basis. The determination of evaluation obligations lies within the discretion of the School.

PURPOSE OF EVALUATIONS

The purpose of a staff evaluation is to safeguard and improve the quality of educational support and service received by students and families by the Charter School Employees.

FREQUENCY OF EVALUATIONS AND EVALUATION TIMELINE

Some returning staff will be evaluated. All staff new to the School or to the position will be evaluated.

Certificated and classified staff who receive an average score from their evaluator of 2.8 or higher on a 4-point scale and continue to perform in good standing will be expected to complete a performance evaluation every-other year.

~~Certificated and classified staff who receive an average score from their evaluator of 2.7 or lower on a 4-point scale will be evaluated on an annual basis. Certificated and classified staff who demonstrate poor performance of job expectations will be evaluated on an annual basis; and placed on a Performance Improvement Plan. One may be on a trajectory for their contract to not be renewed for the next school year.~~

Certificated and classified staff who receive an average score from their evaluator below 2.8 on a 4-point scale will be evaluated annually until they demonstrate sustained improvement and their overall evaluation score reaches 2.8 or higher. Continued failure to meet job expectations may result in a recommendation that the employee's contract not be renewed for the following school year.

Evaluations will be conducted in the spring of each school year and will be completed no later than thirty (30) calendar days before the end of the employee's scheduled work year.

WHO CONDUCTS THE EMPLOYEE EVALUATIONS

The employee's immediate supervisor(s) will be responsible for evaluating the employees. The supervisor may delegate portions of the evaluation process to a designee, but the supervisor shall retain overall responsibility. The evaluation may also be conducted or managed by the supervisor's supervisor.

SEQUENCE OF EVENTS

~~Self-Assessment and Form 700~~

~~The employee will complete their self-assessment of the evaluation (if applicable) and their Form 700 prior to their meeting with their supervisors.~~

Meeting with Supervisor

The employee and the employee's supervisor or designee will meet with the employee and conduct their evaluation.

Employee's Time to Respond

The employee will be given the opportunity to respond to their supervisor's evaluation.

Final Evaluation Report and Summary Conference

~~The evaluator shall prepare, complete and issue the Final Evaluation Report and give a copy to the employee during the final evaluation conference.~~

The evaluator shall prepare and complete the Final Evaluation Report. The completed evaluation will be provided to the employee and maintained in the employee's file.

PERFORMANCE IMPROVEMENT PLANS

~~Employees who receive an unsatisfactory evaluation (scores that fall in the range of 0.0 - 2.0 on the 4-point scale) shall be placed on a Performance Improvement Plan. Employees who score between 2.1 - 2.7 may be placed on a Performance Improvement Plan based on supervisor's discretion.~~

Employees who receive an evaluation score below 2.0 on the 4-point scale will be considered to have demonstrated unsatisfactory performance and shall be placed on a Performance Improvement Plan. Employees who receive an evaluation score between 2.0 - 2.79 may be placed on a Coaching or Performance Improvement Plan based on the employee's overall performance, specific areas of concern, and the supervisor's discretion.

RECORD KEEPING

~~A signed copy of the Final Evaluation and any supporting documents shall be kept on file with the HR Director.~~

A signed copy of the Final Evaluation and any supporting documentation shall be maintained in the employee's personnel file.

Coversheet

Non-Compliance Policy

Section: IV. Consent Agenda
Item: I. Non-Compliance Policy
Purpose:
Submitted by:
Related Material:
PCA Non-Compliance and Withdrawal Policy_Rev 3.18.25_RED 7.27.26.pdf

Pacific Coast Academy

Non-Compliance and Withdrawal Policy

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NON-COMPLIANCE AND WITHDRAWAL POLICY

Pacific Coast Academy (the "School") is committed to ensuring students are appropriately engaged in learning, particularly as it correlates to attendance reporting. After the Non-Compliance Process has been seen through, it may be determined that Independent Study is not the best educational placement for the student and as such, the student may be Administratively Withdrawn.

Non-Compliance Process

The School's Non-Compliance Process can be initiated if a student/family is found to have one or more of the following:

- Failure to provide a body of work for a learning period
- Three (3) missing assignments during any period of twenty (20) school days
- One or more missing Work Samples
- One or more missing Student Activity Logs (~~Attendance~~ Engagement Grid Logs)
- Missed or not scheduled one or more monthly learning period or other meetings
- Failure to meet with the Homeschool Teacher at least four times a semester for a minimum of eight times during the school year (unless the Executive Director has waived one of the in-person meetings)
- Has not responded to their Homeschool Teacher after three separate attempts (phone and email) over the course of (four) school days
- Has not participated in one or more assigned benchmark tests and received a valid score; has not participated in state testing or alternative summative assessment as assigned and stated in the Master Agreement
- Failure to fulfill approved Travel Plan
- Failure to sign and return a Master Agreement Addendum within 5 days of presentation
- Failure to comply with the Independent Study Policy or Master Agreement

Student Work/Progress, Assignments/Work Samples, Student Activity Logs (Engagement Grid Logs)

It is required that all Homeschool Teachers (HSTs) review and affirm student learning and collect Student Activity Logs (Engagement Grid Logs) and Work Samples every twenty school days. It is also required that all HQTs monitor work completion and progress for High School Students, if using an HQT. When any student fails to provide a body of work for a learning period, has three (3) missing assignments during any period of twenty (20) school days, has missed submitting one or more work samples, or has missed one or more Student Activity Logs (~~Attendance~~ Engagement Grid Logs), the HST should then start the Non-Compliance Process.

Monthly Learning Period or Other Meetings

It is the parent's and student's responsibility to make every effort to schedule and attend monthly learning

period meetings every twenty school days. If the meeting is not successfully scheduled or held after two or more attempts, it could be determined that the family has not met the School's meeting expectations and the HST should start the Non-Compliance Process.

Communication Requirements of the Homeschool Teacher

HSTs will keep positive and open lines of communication with each family. HSTs will follow a communication pattern with a pairing of a phone call and email message, and documentation in Contact Manager. If an initial communication pair (#1) is not responded to within two school days, the HST will attempt to reach the family again with another communication pair (#2). If the second communication pair is not successful, the HST will attempt a third communication pair (#3) and start the Non-Compliance Process by sending Non-Compliance Letter #1. It is in the School's sole discretion to continue the Non-Compliance Process from school year to school year. For example, if a student is sent Letter #1 in May, Letter #2 may be sent the following school year if the non-compliance issue remains the same.

Participation in Assigned Benchmark Testing

Regular benchmark testing is important for understanding a student's learning progress and needs and is required as being a part of Pacific Coast Academy. Failure to participate in benchmark testing and receive a valid score during the assigned assessment administration window is cause for starting the Non-Compliance policy, which may result in an Administrative Withdrawal.

Signing and Returning Master Agreement Addendum

Before Pacific Coast Academy and the HST may continue with a student's education, any changes to the Master Agreement must be reflected in an addendum and signed by the student and student's education rights holder. As such, signing and returning a Master Agreement Addendum is integral to a student's successful education. Upon presentment, a Master Agreement Addendum must be signed and returned to the HST within 5 days.

Non-Compliance Procedures

The Non-Compliance Process can include two compliance letters and one Administrative Conference Call. If after the Administrative Conference Call, the student fails to meet expectations, and the plan of success set forth for the student is not followed, the student will be withdrawn from the School for at minimum, one academic school year.

First Non-Compliance Letter (Letter #1)

Should any of the items listed in the Non-Compliance Process occur and there have been three Communication Pairs attempted, upon the third attempt, the HST will:

- Send Non-Compliance Letter #1 to the family using electronic means (ex. Adobe Sign).
- Document date letter was issued in Contact Manager.
- Remind student/family of the appropriate sections of the Master Agreement and Parent Student Handbook that specifically address the issue/concern.
- Talk with the family to see what the issues/concerns are on both sides as well as develop a plan to support the student and resolve any issues.
- Hold all Planning Amounts until the family is compliant.

Second Non-Compliance Letter (Letter #2)

Without satisfactory resolution or response to the issues described in the Non-Compliance Letter #1 within five business days, the HST will:

- Attempt to call and email the family (Communication Pair #4)
- Determine a day and time to schedule an Administrative Conference Call with the parent(s)/guardian(s), HST, ~~Regional Coordinator~~ Team Principal, and Senior Director, to be specified in Non-Compliance Letter #2. Date should be no sooner than the 6th school day from the date of the letter.
- Send Non-Compliance Letter #2 to the family using electronic means (ex. Adobe Sign).
- Document the date the letter was issued sent, the issue(s)/concern(s), and confirmation of receipt in Contact Manager.
- Remind student/family of the appropriate sections of the Master Agreement and Parent Student Handbook that specifically address the issue/concern.

Letter #2 gives the student/family the opportunity to communicate and work with their HST to address and problem-solve the issues of concern. Within five business days from the date the letter was sent, the parent/guardian must either communicate and resolve the indicated issues with their HST or attend the Administrative Conference Call as scheduled in the letter.

In those situations where non-compliance is triggered solely by failure to return a Master Agreement Addendum within 5 days of presentment, only one Non-Compliance Letter will be sent and an Administrative Conference Call will be scheduled within 5 days of that letter assuming continued non-compliance.

It is in the School's sole discretion to continue the Non-Compliance Process from school year to school year. For example, if a student is sent Letter #1 in May, Letter #2 may be sent the following school year if the non-compliance issue remains the same. Additionally, if a student is not in compliance at the beginning of the school year, the new school year Planning Amounts will not be provided until the student is no longer in non-compliance.

Administrative Conference Call

Without satisfactory resolution to the issues/concerns, the HST will:

- Send out a conference call number to all participants.
- Attempt to remind/confirm the parent/guardian of the call via phone and email. Document the communication in the Contact Manager.
- Document date the Administrative Conference Call was held including a brief summary of the outcome in the Contact Manager.

The Administrative Conference Call shall be scheduled no later than the 8th day after Non-Compliance Letter #2 is sent to the Parent(s)/Guardian(s). If the Parent(s)/Guardian(s) do not cooperate in scheduling the Administrative Conference Call, the School may move forward with the Administrative Withdrawal process without holding the Administrative Conference Call.

A team composed of Parent(s)/Guardian(s), HST, ~~Regional Coordinator~~ Team Principal, and Senior Director must be present on the Administrative Conference Call. During this time the team will work towards resolution of the issues/concerns as well as determine if this is the best placement for the student. School Administration may determine the following:

- Independent Study is in the best interest of the student.
- The need to place the student on a student improvement plan.
- The need to implement different strategies to collect compliance documents (Student Activities Logs [Engagement Grid Logs] and or Work Samples).
- Determine that it is not in the student's best interest to remain in our Independent Study program.

If the Administration finds it is not in the best interest of the student to remain in Independent Study, then the student shall be withdrawn from the School by following the procedures in the School's Non-Compliance and Withdrawal Policy.

If the student or parent does not attend the Administrative Conference Call, the student could be withdrawn from the School by following the School's Non-Compliance and Withdrawal Policy set forth herein.

Tiered Reengagement

If a student does not generate attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the School's approved instructional calendar, is found not participatory in synchronous instructional offerings for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span, or is in violation of their Master Agreement, the School shall engage in the following Tiered Reengagement procedures:

- Verification of current contact information for each enrolled student
- Notifying parents/guardians of lack of participation within one school day of the absence or lack of participation
- Outreach from the School to determine the student's needs, including connection with health and social services as necessary
- The Non-Compliance Process outlined above (paragraph 1) will require a student-parent-educator

conference to review the student's Master Agreement, and to reconsider the independent study program's impact on the student's achievement and well-being, consistent with the School's adopted Independent Study Policy.

- Implement any other School programs intended to address chronic absenteeism, as applicable.

Non-Compliance Timeline/Checklist

Concern/Issue Arises:

Step #1

The HST will call & email Family (Communication Pair #1)

- Wait 2 business days
- Resolution – Stop Process
- If No Resolution – Continue to STEP #2

Step #2

The HST will call & email Family (Communication Pair #2)

- Wait 2 business days
- Resolution – Stop Process
- If No Resolution – Continue to STEP #3

Step #3

The HST will call & email Family (Communication Pair #3) and Send Non-Compliance Letter #1 (via electronic means)

- Hold Planning Amounts
- Wait 5 business days
- Resolution – Stop Process
- If No Resolution – Continue to STEP #4

Step #4

The HST will call & email Family (Communication Pair #4) and Send Non-Compliance Letter #2 that includes Administrative Conference Call (via electronic means).

- Hold Planning Amounts
- Wait 5 business days
- Resolution – Stop Process
- If No Resolution- Continue to STEP #5

Step #5

The HST, ~~Regional Coordinator~~ Team Principal, and Senior Director will Hold Administrative Conference Call and determine best course of action.

- Follow School Non-Compliance and Withdrawal Policy, if applicable, and document in Contact Manager

Follow-Up Protocol

If a family falls back into Non-Compliance within the same semester with the same issue, the Non-Compliance Process would begin with STEP #4.

Withdrawal Policy and Procedures

In addition to the Non-Compliance reasons for withdrawal, if Pacific Coast Academy discovers that a student enrolled in Pacific Coast Academy is no longer a resident of California, no longer a resident of a county in which Pacific Coast Academy may legally provide educational services, is concurrently enrolled in a private school, is concurrently enrolled in another public school, or otherwise may no longer legally be served by Pacific Coast Academy, the following procedures shall be followed to withdraw the student from Pacific Coast Academy.

Procedures for Withdrawing a Student

Pacific Coast Academy shall send the parent/guardian a notice of the School's intention to withdraw the student from the School and the reasons for that decision. The notice will be sent at least five days prior to the withdrawal of the student. The notice will inform the parent/guardian that the Education Code provides the parent/guardian with the right to a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. This notice shall be written in the native language of the student or the student's parent / guardian, or if the student is a foster child or youth or a homeless child or youth, the student's educational rights' holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the student is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker.

This notice will also inform the parent/guardian that the student's enrichment opportunities and curriculum orders will be put on hold until the hearing is completed. The notice will also establish the date by which the hearing shall be scheduled. If the parent/guardian requests a hearing within the five-day period, the parent/guardian is required to cooperate to schedule the hearing within 10 days of the request

for the hearing. If a parent/guardian does not cooperate in scheduling the hearing and the hearing is not scheduled within 10-days (absent extraordinary circumstances in the sole discretion of the Executive Director), the parent/guardian waives his/her/their rights to the hearing. Additionally, if a parent/guardian fails to attend the scheduled hearing, the hearing will continue without the presence of the parent/guardian. In that event, the student may be withdrawn and the decision of the hearing officer will be final.

If the parent/guardian invokes said rights, the School will not disenroll the student until the hearing officer has reached a final decision. The decision of the hearing officer is final and cannot be appealed.

In addition, the parent/guardian will be sent a Charter School Complaint Notice in the form provided by the California Department of Education at https://www.cde.ca.gov/sp/ch/cscomplaint.asp

The Charter School's Responsibility to Not Encourage a Pupil Currently Attending the School to Disenroll or Transfer to Another School

Pacific Coast Academy shall not encourage a pupil currently attending the School to disenroll or transfer to another school for any reason, including but not limited to, academic performance of the student or because the student exhibits any of the following characteristics: students with disabilities, academically low-achieving students, English learners, neglected or delinquent students, homeless students, or students who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or students based on nationality, race, ethnicity or sexual orientation.

Notification of the Withdrawal

Once the student has been withdrawn from Pacific Coast Academy, the parent/guardian will be notified of the withdrawal and advised to enroll the student immediately in a school that may legally serve that student. A copy of this notice shall be placed in the student's cumulative file. The student's HST will also be notified of the withdrawal.

Notification of the District of Residence

Regardless of withdrawal type, If a student of compulsory attendance age leaves the charter school without graduating or completing the school year for any reason, and the charter school does not receive proof of enrollment in a new public or private school, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information.

Coversheet

Contracts, Invoices, and Purchasing Quotes over 100K

Section: IV. Consent Agenda
Item: J. Contracts, Invoices, and Purchasing Quotes over 100K
Purpose:
Submitted by:
Related Material:
REDACTED - PCA - 07.31.26 - Renaissance - Invoice # INV5717536 - $145,339.00.pdf
REDACTED - PCA - 08.18.26 - Apple - Quote # 2214610350 - $167,445.28.pdf
REDACTED - PCA - 09.01.26 - Seal Furniture Check Request - $140,708.02 (1).pdf
REDACTED - PCA - Edmentum 7.16.26 - Invoice INV32659940-REV - $109,110.pdf
REDACTED - PCA - IXL Learning 8.15.26 - Invoice S573515 - $379,443.75.pdf
REDACTED - PCA - School Pathways 7.16.26 - Invoice INV-140-10468 - $122,625.53.pdf
REDACTED - PCA - SHI -Asbolute Quote - $114,793.90.pdf
REDACTED - PCA - Varsity Tutors Proposal - $104,529.45.pdf
REDACTED - SCSA - 08.05.26 - SHI International - Quote # 27830259 - $200,227.64.pdf
REDACTED - SPECIALIZED THERAPY SERVICES 04.30.26 - INVOICE PCAC01-0426 - $106104 .17.pdf
REDACTED - PCA - 08.21.26 - SCSA Invoice # DSDSHI190826PCA - $200,227.64.pdf
REDACTED - SCSA - 08.05.26 - SHI International - Quote # 27830259 - $200,227.64 (1).pdf

Renaissance

Invoice

Invoice Number: INV5717536
Invoice Date: 07/31/2026
Bill To Number: 7142231

2911 Peach Street, Wisconsin Rapids, Wisconsin 54494-1905
Phone (877) 988-8048 | accounts.receivable@renaissance.com
Tax I.D. #39-1559474

Bill To
Pacific Coast Academy
13915 Danielson St Ste 103
Poway CA 92064-8884
United States

Due Date	Terms
08/30/2026	Net 30

Qty Ord	Quote #	PO #	Item Description	Tax (Y/N)	Ext. Price	End User
8636	Q-418119	Megan Perkins	Star Comprehensive Suite Subscription	N	131,699.00	7142231 Pacific Coast Academy
1	Q-418119	Megan Perkins	Annual All Product Renaissance Platform	N	750.00	7142231 Pacific Coast Academy
1	Q-418119	Megan Perkins	Renaissance Educator Academy 5000-+	N	3,640.00	7142231 Pacific Coast Academy
1	Q-418119	Megan Perkins	Advanced Professional Learning Package	N	5,500.00	7142231 Pacific Coast Academy
1	Q-418119	Megan Perkins	Custom Data Integration Maintenance	N	3,750.00	7142231 Pacific Coast Academy

Total Gross	Tax	Total Net	Payments/Credits Applied	Total Amount Due
USD 145,339.00	USD 0.00	USD 145,339.00	USD 0.00	USD 145,339.00

Please remit payment to Renaissance Learning, Inc. within 30 days.

This invoice can be paid by check made out to Renaissance Learning, Inc. and send to:

PO Box 64910
St. Paul, MN 55164-0910

Please ensure you reference our invoice number in your payment and send remittance for electronic payments to AR@renaissance.com

Always **verify any new payment instructions** directly with our Accounts Receivable team using a **known phone number** before sending funds. Visit https://www.renaissance.com/about-us/contact-renaissance/ for our contact information.

Our Standard payment terms are 30 days, please settle invoice by 08/30/2026

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Apple Inc. Education Price Quote

Customer:
Andrew Taylor
PACIFIC COAST ACADEMY STE 103
Phone: 619-215-0704#4001
Email: andrew.taylor@pacificcoastacademy.org

Apple Inc:
Kevin Walsh
Email: kwalsh2@apple.com

Apple Quote:
2214610350

Quote Date:
August 18, 2026

Quote Valid Until:
September 18, 2026

Quote Comments:

Item #	Details	Qty	Unit List Price	Extended List Price
1	**iPad Wi-Fi 128GB-Silver (Packaged in a 10-pack), STM Dux case, w/ 4YR AppleCare+ for Schools (no service fees)** Part Number: BCSY3LL/A **iPad Wi-Fi 128GB - Silver (Packaged in a 10-pack)** Part Number: MD6L4LL/A Quantity: 250 **4-Year AppleCare+ for Schools - iPad (no service fees)** Part Number: S7832LL/A Quantity: 250 **STM Dux USB-C Keyboard with 3.5mm aux port for iPad (A16)** Part Number: HRG62ZM/A Quantity: 250	25	$6,029.50	$150,737.50
2	**APS IPAD PACKAGE3 DEPLOY SERVICES-USA** Part Number: DA3J2LL/A	250	$23.00	$5,750.00

Education List Price Total	**$156,487.50**
Recycle/eWaste/CBE Fee	$1,000.00
Additional Tax	$0.00
Estimated Tax	$9,957.78
Total Tax	$9,957.78
Extended Total Price*	**$167,445.28**

**In most cases Extended Total Price does not include Sales Tax*
**If applicable, Recycle/eWaste/CBE Fees for CA Accounts are included. Standard shipping is complimentary*

Terms & Use | Privacy Policy | Return Policy

Apple Quote ID: 2214610350 Copyright © 2022 Apple Inc. All rights reserved. Date of last revision – December 8th, 2022

PACIFIC COAST ACADEMY

Check Request Form

Check all that apply:

[X] New Vendor (attach completed W-9)

[X] Rush Check Request Check Pick up Date: _____
(Checks not picked up will be mailed after 2 business days)

[ ] Funds to come from specific source
Grant/Fundraising Name: _____

[ ] Other Special Instructions: _____
email a copy of the check to:
serena.barnett@cabrillopointacademy.org

Date: **9/1/26**

Requested by: **Serena Barnett**

Payee Name: **Seal Furniture**

Address: **350 State Place**

City: **Escondido** State: **CA** Zip: **92029**

Contact Person: **Serena Barnett** Tel. Number: **(619) 888-1338**

Date	Object Code	Purpose (Describe Expenditure)	Amount
9/1/26	0000-2000-0000-9325	Furniture (desks, tables, and chairs) for SCC Tech Office - First Floor Floor plan - 50% Deposit	$84,267.50
9/1/26	0000-2000-0000-9325	Furniture (desks, tables, and chairs) for SCC Tech Office - Second Floor Floor plan - 50% Deposit	$56,440.52
		TOTAL CHECK AMOUNT	$ $140,708.02

Signature of Requester: Serena Mitchell Barnett

Signature of Approver: _____

Seal Furniture & Systems of San Diego, Inc.

Terms and Conditions of Sale

Pacific Coast Academy ("Purchaser") has ordered furniture and/or other goods and products ("goods") from Seal Furniture & Systems of San Diego, Inc. ("Seller") under a Proposal and Sales Agreement or Purchase Order dated 9/1, 2026, ("Agreement"). The following terms and conditions were provided to Purchaser prior to ordering and are a part of the Agreement (hereinafter collectively referred to as "the Agreement" or "this Agreement"):

A. INSTALLATION:

In the event that installation is to be provided by Seller, the following provisions shall apply:

1. The installation date shown on the Agreement is the date used by Seller for ordering and receiving the goods from manufacturer(s). In the event Purchaser is unable to accept delivery or allow installation on the date agreed, Purchaser agrees to pay Seller a storage charge of Ten Cents ($0.10) per hundred weight per day for each day the goods are stored by Seller, plus all reasonable costs of Seller for handling the goods in and out of storage. Installation date will be determined once orders are in with the factory. Current Lead time for the Custom Product is 12-14 after order placed

2. Installation will be on the date set forth in the Agreement or as soon thereafter as Seller receives all of the goods ordered from manufacturer(s) and has a crew and equipment available. Delivery and installation will be during regular business hours Monday through Friday, unless otherwise agreed. Seller will attempt to schedule and confirm availability of the premises for installation with Purchaser at least 24 hours in advance.

3. The premises are to be complete, ready, clean and free of debris prior to installation. If installation is to be placed over carpeting, tile or other floor covering, Purchaser shall ensure that all such coverings will be completed prior to the time installation is scheduled. Purchaser agrees to make the premises available for inspection prior to the date scheduled for installation. Purchaser further agrees to cooperate with Seller to facilitate the efficient, continuous and expeditious installation of the goods. Upon completion of installation, Seller shall be responsible for removal of all trash, packaging, packing materials and other debris generated during installation and general clean up.

4. Once delivered to the premises or an agent or contractor of Purchaser, the risk of loss for the goods is transferred to and assumed by Purchaser, whether installation is completed or not. Purchaser is responsible for securing the premises against theft, vandalism and other risks of loss to the goods and insuring the goods stored on Purchaser's premises against such risks. If Purchaser is a contractor or supplier purchasing from Seller for the benefit of a third party, Purchaser shall advise its customer of this disclaimer and shall defend, indemnify and hold Seller harmless from claims by its customer or third parties for such loss.

5. Seller employs non-union labor or subcontractors for installation and delivery. If union labor or subcontractors or payment of prevailing wage is required for installation or delivery, the goods will be made available for pick up at Seller's warehouse and Purchaser must make separate arrangements for delivery and installation.

6. Seller will order the goods from manufacturers and suppliers in reliance on installation date. Seller and Purchaser waive all damages for delay. Purchaser's sole remedy for delay in delivery and/or installation by more than 45 days shall be cancellation of the Agreement and full refund of any sums paid or deposited with Seller. Seller's sole remedy for delay in making the premises available for installation or refusing delivery on or after the date agreed shall be the storage fee and related storage and handling costs described in paragraph One (1), above. The installation date shall be extended

on a day-for-day basis for causes beyond the control of Seller, including, but not limited to, labor disputes, fire, accident, floods, acts of God, war, civil disturbance, unavailability or shortages of labor, supplies, materials or equipment from Seller's regular or contract sources and unavailability of transportation.

7. Should installed product require electrical current, Purchaser is responsible for engaging a licensed electrician to accomplish necessary wiring for hook-ups, outlets, etc., at Purchaser's expense. Purchaser shall also provide, at no cost to Seller, sufficient heat, light, temporary electrical power, lifting, staging and offloading access, and other utilities and services necessary for safe and efficient installation at the premises. Plumbing, mechanical, electrical, telephone, cable, network wiring and other utilities and services necessary for use of the goods, once installed, are the responsibility of Purchaser and shall be rough installed prior to installation and finished after completion of installation by Purchaser.

8. If special packaging, handling or measures for protection of stored or installed goods are required, they will be provided as an extra cost item. However, any loss or damage by weather, other trades, fire, or other risk shall be the responsibility of Purchaser, regardless of packaging or protective measures undertaken by Seller.

9. Seller carries public liability, property damage, automobile and worker's compensation insurance and will provide copies of current certificates or declarations pages to Purchaser upon request. Purchaser shall be responsible for all other insurance for the premises or job site.

10. Should this proposal provide for direct shipment to the Purchaser, the Purchaser will have necessary receiving personnel and will be responsible for inspecting and handling all claims for damaged goods with the shipper and freight carrier and filing a claim for damaged or lost goods. Purchaser shall not withhold payment to Seller because of freight damage.

B. PRICES AND TERMS:

1. The price quoted for the goods is firm and not subject to increase if accepted in writing by Purchaser within the stated expiration period. If carpet or fabric is ordered based upon blueprints or plans, the price is subject to adjustment on a unit price basis if actual field measurements are greater. There will be no credit for field measurements requiring less than ordered.

2. Purchaser agrees to pay 75% of the price of the goods as deposit at the time of ordering. The balance of the purchase price is due upon delivery. Delivery, installation and other charges are due ten (10) days after installation. If delivery and/or installation are in increments, lots or other phases, payment is due for each such phase as delivered and completed.

3. Late payments are subject to a service charge of one and one-half percent (1.5%) per month for collection, flooring and financing expenses of Seller, which Purchaser agrees is a reasonable and probable liquidated damage for such expenses. In addition, should Seller be required to institute an action for collection of any sum due under the Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorney's fees as an item of cost.

4. The purchase price does not include sales, use, excise or other taxes and assessments which may be levied or imposed on the goods and services subject to the Agreement, either directly or through the manufacturer, agreed otherwise agreed in writing or clearly itemized and included in the purchase price in the Agreement. Purchaser agrees to pay directly or reimburse Seller for any and all such taxes and assessments immediately when due or when invoiced by Seller, unless satisfactory and appropriate tax exemption certificates are furnished to Seller at time of execution of the Agreement.

5. Ordering, delivery and/or installation are subject to Seller's verification of Purchaser's credit. Should Seller, in good faith, determine that Purchaser's credit is not good enough for ordering, delivery and/or installation on the payment terms set forth herein, or in the Agreement, Seller may require different payment terms or cancel the Agreement. In no event shall credit be granted for any additional costs of installation that may be required.

C. CANCELLATION AND CHANGES:

1. Once accepted by the other party, the Agreement constitutes a binding contract and cannot be cancelled except by mutual consent or pursuant to the terms of the Agreement.

2. The goods are not returnable and all sales are final.

3. Changes requested by Purchaser after factory confirmation of Seller's order are subject to Seller's ability to obtain written acceptance of the changes by the factory. Changes after factory confirmation may result in delays in delivery. All changes requested by Purchaser must be in writing and, if accepted by the manufacturer(s), may be subject to additional charges that must be agreed to, with appropriate deposit paid, by Purchaser before ordering.

D. CLAIMS AND WARRANTIES:

1. To the extent the goods are subject to manufacturers' warranties, those warranties are hereby given, transferred and passed through to Purchaser to the greatest extent permitted by law. The manufacturer(s)' warranties are the only warranties for the goods and Seller does not guarantee or make any representation or promise with regard to the content, availability or future enforcement of those warranties.

2. UNLESS OTHERWISE STATED IN WRITING IN THE AGREEMENT, PURCHASER ACKNOWLEDGES THAT THE GOODS ARE NOT BEING PURCHASED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

3. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE GOODS AND DISCLAIMS AND EXCLUDES ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE. AS BETWEEN SELLER AND PURCHASER, UPON ACCEPTANCE OF DELIVERY AND/OR COMPLETION OF INSTALLATION, PURCHASER ACCEPTS RESPONSIBILITY FOR ALL COSTS, EXPENSES, DAMAGES AND OTHER LOSS FOR DEFECTS IN OR NON-CONFORMING GOODS, INCLUDING, BUT NOT LIMITED TO, REMOVAL, REPAIR, REPLACEMENT, REINSTALLATION, LOSS OF USE, LOSS OF VALUE, LOST PROFITS, BUSINESS INTERRUPTION AND ANY OTHER DAMAGES, EITHER DIRECT OR CONSEQUENTIAL, FROM ANY CAUSE RELATED TO THE GOODS.

4. Purchaser shall inspect the goods at the time of delivery or installation and immediately notify Seller if any goods are non-conforming or damaged at the time of delivery and/or installation. Installation will be deemed complete and payment due when Seller has delivered functional occupancy to Purchaser. Purchaser shall submit to Seller a list of uncompleted items ("punch list") promptly after functional occupancy is delivered. Seller shall have a reasonable period of time to correct the punch list items. In no event shall Purchaser withhold any payment due Seller based on punch list items.

E. SECURITY INTEREST:

1. To the extent not paid for the goods delivered, Seller reserves a security interest in those goods ("Collateral"). The Agreement, including these terms and conditions, shall constitute a Security Agreement under the California Uniform Commercial Code.

2. In addition, Purchaser grants to Seller a security interest in the goods described and on attached Continuation Statement(s) labeled "Additional Collateral" (also "Collateral"), if any.

3. The Security Agreement represented by the Agreement and these terms and conditions shall terminate upon payment in full for the goods.

4. Purchaser agrees that until the Security Agreement is terminated, the Collateral:

    a. Will not be misused, abused, wasted or allowed to deteriorate, except for ordinary wear and tear in its intended use.

    b. Will be insured by Purchaser against ordinary risks of loss for personal and real property. Upon request, Purchaser shall provide Seller with proof of insurance for the goods.

    c. Will be kept at the address designated for delivery and shall not be removed for any purpose, without prior written consent of Seller.

    d. Will not be sold, transferred or otherwise disposed of or be subjected to any charge or interest of a third person.

5. If any of the Collateral is or becomes affixed to real property, Purchaser agrees that it shall not become fixtures to the real property beyond the control or right of removal by Purchaser or Seller. If demanded by Seller, Purchaser agrees to furnish Seller with a written waiver by the owner of the real property of all interests in collateral and by any person who has a lien or interest in the real property that is or may be superior to the security interest created herein.

6. Seller may, in its sole discretion, record or file such Financing Statements (UCC-1) and take other steps to perfect its security interest. Purchaser agrees to provide information necessary, and execute all documents required, for perfection of the security interest by Seller.

7. Purchaser shall be in default under this Security Agreement if:

    a. Purchaser fails to make any payment due under the Agreement for the goods, delivery or installation, in which case all sums shall become immediately due and payable.

    b. Purchaser is in breach of any of the covenants of section E.4, above, or is otherwise in material breach of the Agreement.

    c. On dissolution, termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Purchaser.

8. On Purchaser's default, Seller may exercise any or all of its rights and remedies under the California Uniform Commercial Code. In addition, Seller may require Purchaser to assemble the Collateral and make it available to Seller for collection and/or storage at a place to be designated by Seller reasonably convenient to both parties, or permit Purchaser to peaceably enter upon Purchaser's premises to take possession of, dis-assemble, collect and remove the Collateral.

9. All rights and remedies of Seller under the Agreement shall be cumulative and may be exercised successively and concurrently without impairing Seller's interest in the Collateral or any cause of action which Seller may otherwise have.

F. MISCELLANEOUS:

1. This Agreement is the full agreement between the parties and supersedes all prior understandings and agreements, whether written or oral. This Any modification to this Agreement must be in writing signed by the parties.

2. If any provision or part of this Agreement proves to be invalid or unenforceable, for any reason, such invalidity shall not affect the balance of the Agreement, which shall remain in full force and effect and be enforced to the fullest extent permitted by law and giving full effect to the intent of the parties.

3. This Agreement is subject to and shall be enforced according to California law. The venue and jurisdiction for any dispute arising out of or relating to this Agreement is agreed to be San Diego, California.

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

Shari Erlendson	Deputy ED	9/01/29
Accepted	Title	Date

350 State Place, Escondido, CA 92029

CUSTOMER:
Pacific Coast Academy
1347 Danielson Street
Poway, CA
1st Floor

DESCRIPTION	UNIT COST	QTY.	EXT.
Private Office			
Dash 72 x 30 Worksurface Height Adjustable Base 26”H x 18’D Low Credenza Drawers and Storage	$1,495.00	13	$19,435.00
			
Fabric Tackboard	$268.00	13	$3,484.00

Finishes:
Worksurface & Low Credenza Cloud White, Height Adjustable Base Black, Tackboard Odyssey




Workstations

Interra Single Spine 53”H Panels 72 x 30 Surface 72 x 18 Low Credenza Drawers and Storage	$2,825.00	20	$56,500.00



Height Base	$390.00	20	$7,800.00

Finishes:
Worksurface & Low Credenza Cloud White, Height Adjustable Base Black,Panel Fabric Odyssey




Task Seating Mesh Back Black, Seat Malibu Smoke, Frame Black	$342.00	34	$11,628.00




Reception Desk
U shape $5,950.00
8 x 8



Finishes: Fawm and White Laminate

Desk Fawn, Transaction and Lateral File White



Breakroom

36” Round Bar Height	$470.00	6	$2,820.00
84” x 24” Dining Height	$590.00	1	$590.00

Finishes; Top Fawn, Base Black





Stools	$285.00	24	$6,840.00
Dining Height Chairs	$220.00	6	$1,320.00

Finishes: Shell Lagoon, Legs Black





Lounge Chairs	$582.00	4	$2,328.00

Finishes: Faux Leather Platimun, Base Black



End Table	$350.00	1	$350.00

Finishes: Top Fawm, Base Black



Game Area

Lounge Area Swivel	$1,590.00	4	$6,360.00

Fabric: Malibu Smoke



End Tables	$350.00	2	$700.00

Finishes: Top Fawn, Base Black



Shuffleboard	$918.00		$918.00



Foosball	$640.00	1	$640.00



Product Total	$127,663.00
Receive, Deliver and Install	$28,750.00
Design/CAD	Included
Project Management	Included
7.75% Sales Tax	$12,122.00
Total	$168,535.00

Approved: Shari Erlendson

TERMS: 50% Deposit, Balance Net 10

350 State Place, Escondido, CA 92029

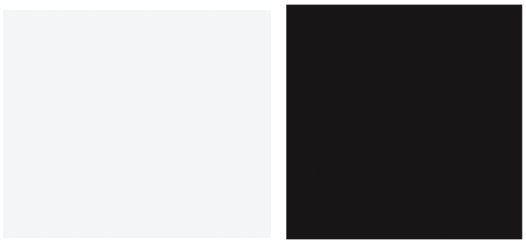
CUSTOMER:
Pacific Coast Academy
1347 Danielson Street
Poway, CA
2nd Floor

DESCRIPTION	UNIT COST	QTY.	EXT.
Private Office **Dash** 72 x 30 Worksurface Height Adjustable Base Leg Encasements for Height Base 48 x 24 Return Support Pedestal 78” Floating Shelf 78” Tackboard Side Stotage Cabinet Finishes: Worksurface, Leg Encasement, Shelf, Storage Cabinet Cloud White, Height Adjustable Base Black, Tackboard Odyssey	$4,008.00	6	$24,048.00



Round Table	$875.00	1	$875.00

Finishes: Top Cloud White, Base Black



WORKStATIONS

Interra $2,549.00 15 $38,235.00

Single and Shared Spine
53”H Panels
72 x 30 Surface
72 x 18 Low Credenza
Drawers and Storage

WORKSTATION ISOMETRIC

Height Base $390.00 15 $5,850.0
Finishes:
Worksurface & Low Credenza Cloud White, Height Adjustable Base Black,Panel Fabric Odyssey




Task Seating $342.00 37
$12,654.00

Includes 16 For Conference

Mesh Back Black, Seat Malibu Smoke, Frame Black




Guest Seating	$275.00	17	$4,675.00

Includes 5 around Table

Mesh Back Black, Seat Malibu Smoke, Frame Black



Conference Room

Gently Used Veneer Power	$2,400.00	1	$2,400.00



Product Total	$88,737.00
Receive, Deliver and Install	$16,025.00
Design/CAD	Included
Project Management	Included
7.75% Sales Tax	$8,119.05
Total	$112,881.05

Approved: Shari Erlendson

TERMS 50% Deposot, Balance Net 10

edmentum™

Remit Address:

PO Box 776725
Chicago, IL 60677-6725
800-419-3191

Invoice

Date	7/16/2026
Invoice #	INV32659940-REV
Terms	PAYPLAN
Due Date	7/31/2026
PO#	NEED PO
Order #	Q-621454
Customer #	529067

Bill To
Pacific Coast Academy School District Attn: Accounts Payable 13915 Danielson St. #103 Poway CA 92064

Make checks payable to:
Edmentum Tax ID#: 41-1646390

Amount Due	Amount Enclosed
$109,110.00	

Please detach top portion and return with your payment

Description	QTY	Start Date	End Date	Payable Amt
Exact Path - 3 years				$327,330.00
Exact Path: Core Learning Path - Program License	6000	7/1/2024	6/30/2027	
Exact Path: Renaissance Integration	1	7/1/2024	6/30/2027	
Exact Path: Standards Mastery	6000	7/1/2024	6/30/2027	
Customer Success Services	1	7/1/2024	6/30/2025	
Customer Success Services	1	7/1/2025	6/30/2026	
Customer Success Services	1	7/1/2026	6/30/2027	

Subtotal	$327,330.00
Tax	$0.00
Installment Amount due	**$109,110.00**

777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
Tel: 650-372-4040
Fax: 650-372-4072

Invoice

Date	Invoice #
8/15/2026	S573515

Bill To	Ship To
Accounts Payable Pacific Coast Academy 13915 Danielson St Ste 200 Poway CA 92064	Pacific Coast Academy 353 E Park Ave Ste 201 El Cajon CA 92020

Terms	PO #	Customer Email
Due on receipt	SC1603507-1	

Description	Qty	Rate	Amount
IXL site license (Grades PK-12: 8,575 students) Subjects: Math, ELA, Science, and Social studies IXL site license (8,575 students) Subject: Spanish Year 1 of 3	1	379,443.75	379,443.75

Please return one copy of invoice with payment. The IXL Service is provided pursuant to the IXL Terms of Service (www.ixl.com/termsofservice).
*A 3% processing fee applies to all credit card payments for invoices of $5,000 or more.

Mail Payment to: IXL Learning, Inc.
777 Mariners Island Blvd, Suite 600, San Mateo, CA 94404

Total	$379,443.75

PCA

0000-1110-0000-4305

Invoice

School Pathways

School Pathways, LLC
PO Box 432
Portola CA 96122
United States

Date	07/16/2026
Invoice #	INV-140-10468
Terms	Net 30
Customer ID	140-C0402 So Cal Schools : 140-C0358 Pacific Coast Academy (pacificcoast)
PO#	
Date Due	08/15/2026

Bill To
Pacific Coast Academy
1740 Huntington Dr #205
Attn: Accounts Payable
Duarte CA 91010
United States

Ship To
Pacific Coast Academy
1740 Huntington Dr #205
Attn: Accounts Payable
Duarte CA 91010
United States

Qty	Description	Rate	Amount
8,240	SIS Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$1.3975	$11,515.40
8,240	SIS Oversight Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$0.1775	$1,462.60
8,240	PLS Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$11.1825	$92,143.80
8,240	RegOnline Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$0.41	$3,378.40
8,240	SPArchiving Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$1.54	$12,689.60
1	Beehively Export Bridge Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$151.91	$151.91
1	Clever Export Bridge Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$125.46	$125.46
1	Educlimber Export Bridge Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$184.28	$184.28
1	Ellevation Export Bridge (District Oversight Level) Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$74.53	$74.53
1	National Student Clearinghouse Export Bridge Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$116.46	$116.46
1	ParentSquare Export Bridge Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$200.81	$200.81
1	Renaissance Learning Bridge Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$116.46	$116.46
1	REST API Annual Subscription 7/1/2026-6/30/2027, Quarterly Invoices	$465.82	$465.82
	Subtotal		$122,625.53
	Sales Tax		$0.00
	Total		$122,625.53

Qty	Description	Rate	Amount
		Payment	$0.00
		Total Due	$122,625.53

Payment Terms:
Please make sure you reference invoice number **INV-140-10468** on your payment option to ensure timely turnaround.

Remit checks to:
School Pathways, LLC
PO Box 432
Portola, CA 96122

APPROVED
By Gloria Vazquez at 12:10 pm, Jul 22, 2026

G.V.

We have a new bank account! Please update your ACH payments to the following:

Currencv: USD

Pricing Proposal
Quotation #: 27478720
Created On: 4/30/2026
Valid Until: 6/26/2026

CA-Pacific Coast Academy

Andy Taylor
13915 Danielson St
Suite 100/IT Department
Poway, CA 92064
United States
Phone: (888) 215-3040
Fax: (619) 749-1792
Email: andrew.taylor@cabrillopointacademy.org

Senior Inside Account Executive

Nick Voelker
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732.652.0263
Fax: 732.652-3099
Email: Nick_Voelker@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Absolute Resilience - Term License (1 year) - academic, volume Lenovo - Part#: 4L41M24639 Contract Name: CalSave - AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-CA Coverage Term: 6/29/2026 - 6/28/2027	2000	$32.56	$65,120.00
2	Absolute Resilience for Chromebooks - Term License (1 year) - academic Lenovo - Part#: 4L41M24634 Contract Name: CalSave - AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-CA Coverage Term: 6/29/2026 - 6/28/2027	7835	$6.34	$49,673.90

Subtotal	$114,793.90
Shipping	$0.00
*Tax	$0.00
Total	$114,793.90

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

Please Note: Lenovo has a zero returns policy on any custom build machines. Lenovo also does not allow returns on open box/phased out products. For these products, orders are non-cancellable and non-returnable from point of order.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

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The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Varsity Tutors

Varsity Tutors for Schools LLC
8001 Forsyth Blvd. Suite 1050 St. Louis, MO 63105

Prepared by	**Julie Seidel, Account Executive**
Effective Date	**Aug 13, 2026**
Expiration Date	**Sep 13, 2026**

CUSTOMER INFORMATION

Customer Name	**Pacific Coast Academy - CA**
Address	**CA**
Customer Contact	**Emily Boele**
Title	**Senior Director**
Email	**emily.boele@pacificcoastacademy.org**

BILLING INFORMATION

Billing Account	**Pacific Coast Academy - CA**
Billing Address	**CA**
Billing Contact	**Emily Boele**
Title	**Senior Director**
Email	**emily.boele@pacificcoastacademy.org**

PRODUCTS

PRODUCT	START	END	STUDENTS	LIST PRICE	DISC	PRICE	TOTAL
Varsity Tutors Platform	08/13 /26	05/28/27	125	$20 / per year	—	$20 / per year	**$1,979.45**
Learning Memberships - 8 Sessions Per Month	08/13 /26	05/28/27	25	$4,800 / per year	—	$4,800 / per year	**$100,000.00**
Implementation Fee	—	—	—	—	50 %	—	**$2,550.00**
						TOTAL AMOUNT	**$104,529.45**

Payment Terms **Payment of $104,529.45 is due 45 days after signature**

ADDITIONAL TERMS

This Order Form is entered into by and between the Customer, identified above, and Varsity Tutors for Schools LLC, a Missouri limited liability company ("Varsity") as of the Effective Date. The Terms for Education Offerings available at https :// www .varsitytutors .com/ school- solutions/ terms (the "Terms") constitute a part of this Order Form and are incorporated herein.

Additional Terms for Learning Memberships - 8 Sessions Per Month

Learning Memberships allows parents/guardians and Learners to schedule tutoring sessions for Learners through the Platform. Each Learning Membership is entitled to 8 sessions per month commencing on August 13, 2026 through May 28, 2027. Unused sessions do not carry over month-to-month. School understands that, in order to comply with applicable laws, Learners will not be able to begin scheduling sessions hereunder until the Learner and/or (as applicable) their parent/guardian has completed the customer registration process with Varsity

customer registration process with Varsity.

ACCEPTED AND AGREED

PACIFIC COAST ACADEMY - CA	VARSITY TUTORS FOR SCHOOLS
SIGNATURE: Emily L Boele	SIGNATURE:
PRINTED NAME: Emily L Boele	PRINTED NAME:
TITLE: Senior Director of Secondary Education	TITLE:
DATE: 07 / 20 / 2026	DATE:

Dropbox Sign

Audit trail

Title	Pacific Coast Academy - CA -- Varsity Tutors Order Form
File name	pacific-coast-aca...rs-order-form.pdf
Document ID	c66e0dc7077c6336fce6cc2289840aab1c8aebfc
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

Document History

SENT	**07 / 15 / 2026** 18:50:47 UTC	Sent for signature to Emily Boele (emily.boele@pacificcoastacademy.org) and Chris Swenson (chris.swenson@varsitytutors.com) from matthew.seid@varsitytutors.com IP: 54.225.27.64
VIEWED	**07 / 20 / 2026** 18:10:02 UTC	Viewed by Emily Boele (emily.boele@pacificcoastacademy.org) IP: 98.97.141.240
SIGNED	**07 / 20 / 2026** 19:06:24 UTC	Signed by Emily Boele (emily.boele@pacificcoastacademy.org) IP: 174.244.114.239
INCOMPLETE	**07 / 20 / 2026** 19:06:24 UTC	This document has not been fully executed by all signers.

Powered by Dropbox Sign

SCSA080726PCA

Pricing Proposal
Quotation #: 27830259
Created On: 8/5/2026
Valid Until: 8/31/2026

CA-Pacific Coast Academy

Andy Taylor
13915 Danielson St
Suite 100/IT Department
Poway, CA 92064
United States
Phone: (888) 215-3040
Fax: (619) 749-1792
Email: andrew.taylor@cabrillopointacademy.org

Senior Inside Account Executive

Nick Voelker
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732.652.0263
Fax: 732.652-3099
Email: Nick_Voelker@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ASUS Chromebook CR11 CR1104CTA-YZ84 - 180-degree hinge design - Intel N-series - N150 / up to 3.6 GHz - Chrome OS - UHD Graphics - 8 GB RAM - 64 GB eMMC - 11.6" TN 1366 x 768 (HD) - Wi-Fi 6E, Bluetooth - mineral gray - with Accidental Damage Protection ASUS - Part#: CR1104CTA-YZ84 Contract Name: California Multiple Award Schedule (CMAS) Contract #: 3-23-04-1003	350	$428.89	$150,111.50
2	ASUS Warranty Extension Package - Extended service agreement - parts and labor - 3 years - for Chromebook ASUS - Part#: ACX15-009410NX Contract Name: California Multiple Award Schedule (CMAS) Contract #: 3-23-04-1003	350	$74.95	$26,232.50
3	Chrome OS Management Console - License - academic Google - Part#: CROSSWDISEDUNEW Contract Name: California Multiple Award Schedule (CMAS) Contract #: 3-23-04-1003	350	$31.00	$10,850.00
4	CA RECYCLING FEE SHI International Corp - Part#: CA-RECYC-S Contract Name: California Multiple Award Schedule (CMAS) Contract #: 3-23-04-1003	350	$4.00	$1,400.00

Subtotal	$188,594.00
Shipping	$0.00
*Tax	$11,633.64
Total	$200,227.64

Additional Comments

Pricing is subject to change based on OEM and Distribution pricing changes

With continual technological advancements, the likelihood of finding Generative AI in products is increasing. If you have any concerns or wish to know more about whether the product you are purchasing contains Generative AI (GenAI), please let your SHI support team know, and we will be happy to assist you.

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

Please Note: Lenovo has a zero returns policy on any custom build machines. Lenovo also does not allow returns on open box/phased out products. For these products, orders are non-cancellable and non-returnable from point of order.

Please note: Google has a zero returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

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The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

06.17.26
Kristine Franklin

Specialized Therapy Services, Inc.
4204A Adams Avenue
San Diego, CA 92116 US
6194315049
finance@theoascenter.com
https://theoascenter.com/

Invoice PCAC01-0426

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

DATE	PLEASE PAY	DUE DATE
04/30/2026	$106,104.17	06/26/2026

SERVICE PERIOD
April

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/30/2026	**APE 425**	Adapted Physical Education: Hourly Services	3.58	160.00	572.80
04/30/2026	**APE 425 Virtual**	Adapted Physical Education: Virtual Hourly Services	1.50	160.00	240.00
04/30/2026	**AT 445**	Assistive Technology: Hourly Services	8.97	150.00	1,345.50
04/30/2026	**AT 445 Virtual**	Assistive Technology: Virtual Hourly Services	5.42	150.00	813.00
04/30/2026	**Audiology 720**	Audiology: Hourly Services	3	200.00	600.00
04/30/2026	**Audiology 720 Virtual**	Audiology: Virtual Hourly Services	6.75	200.00	1,350.00
04/30/2026	**BI 535**	Behavior Intervention: Hourly Services	23.58	145.00	3,419.10
04/30/2026	**BI 535 Virtual**	Behavior Intervention: Virtual Hourly Services	5.57	145.00	807.65
04/30/2026	**BT 535 Virtual**	Behavior Technician: Virtual Hourly Services	1	70.00	70.00
04/30/2026	**MT 900**	Music Therapy: Hourly Services	3	128.00	384.00
04/30/2026	**OI 740**	Orthopedic Impairment: Hourly Services	2	220.00	440.00
04/30/2026	**OI 740 Virtual**	Orthopedic Impairment: Virtual Hourly Services	17.50	220.00	3,850.00
04/30/2026	**OT 450**	Occupational Therapy: Hourly Services	9	130.00	1,170.00
04/30/2026	**OT 450 Daily Rate**	Occupational Therapy: Daily Rate Services	94	124.00	11,656.00
04/30/2026	**Psych 530**	Psychological Assessment: Flat Rate	2.25	131.00	294.75
04/30/2026	**Psych 530 Assessment with Academics**	Psychological Assessment with Academics: Flat Rate	16	2,150.00	34,400.00

06.17.26 Kristine Franklin

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/30/2026	**Psych 530 Assessment with ERMHS & Academics**	Psychological Assessment with ERMHS & Academics: Flat Rate	7	2,500.00	17,500.00
04/30/2026	**PT 460**	Physical Therapy: Drive Time	4.74	103.00	488.22
04/30/2026	**PT 460**	Physical Therapy: Hourly Services	34.32	170.00	5,834.40
04/30/2026	**PT 460 Virtual**	Physical Therapy: Virtual Hourly Services	7.25	170.00	1,232.50
04/30/2026	**SAI 330**	Specialized Academic Instruction: Hourly Services	5.25	125.00	656.25
04/30/2026	**Speech 415**	Speech Therapy: Hourly Services	27.50	130.00	3,575.00
04/30/2026	**Speech Assistant 415**	Speech Therapy Assistant: Hourly Services	6.75	100.00	675.00
04/30/2026	**Speech 415 Daily Rate**	Speech Therapy: Daily Rate Services	135	95.00	12,825.00
04/30/2026	**Speech 415 Virtual**	Speech Therapy: Virtual Hourly Services	8.50	130.00	1,105.00
04/30/2026	**VT 900**	Vision Therapy: Hourly Services	4	200.00	800.00

Account code	SUM of Line cost
6546-3907-3120-5102	$1,095.15
6546-3901-3120-5102	$1,425.35
6546-3900-3120-5102	$36.25
6500-3909-3151-5102	$1,050.00
6500-3909-3150-5102	$5,470.10
6500-3909-3122-5102	$8,782.92
6500-3909-2495-5102	$1,842.25
6500-3908-3123-5102	$170.00
6500-3908-3121-5102	$287.50
6500-3907-3172-5102	$1,750.50
6500-3907-3151-5102	$600.00
6500-3907-3123-5102	$127.50
6500-3903-9412-5102	$2,965.00
6500-3903-3151-5102	$50.00
6500-3903-3123-5102	$425.00
6500-3901-9412-5102	$59,692.40
6500-3901-3900-5102	$384.00
6500-3901-3171-5102	$531.25
6500-3901-3150-5102	$8,549.90
6500-3901-3124-5102	$800.00
6500-3901-3123-5102	$1,870.00
6500-3901-3122-5102	$3,653.08
6500-3901-3121-5102	$412.80
6500-3900-9412-5102	$520.00
6500-3900-3171-5102	$125.00
6500-3900-3151-5102	$100.00
6500-3900-3150-5102	$130.00
6500-3900-3123-5102	$850.00
6500-3900-3121-5102	$160.00
6500-3200-3122-5102	$1,760.00
6500-1110-0000-5102	$488.22
	$0.00
Grand Total	**$106,104.17**

TOTAL DUE $106,104.17

THANK YOU.

Pacific Coast Academy, PCAC01

Service	Instructor	Session Date	Student	Session Type	Attendance	Hours	Billable	Rate	Total
APE	Cardona, Raymond	04/15/2026	Mosco, Hanna	APE Direct Service Individual	Attended	0.75	0.75	$ 160.00	$ 120.00
APE	Cardona, Raymond	04/15/2026	Mosco, Hanna	APE Prep/Planning/Scheduling	Attended	0.25	0.00	$ 160.00	$ -
APE	Cardona, Raymond	04/29/2026	Mosco, Hanna	APE Prep/Planning/Scheduling	Attended	0.25	0.00	$ 160.00	$ -
APE	Cardona, Raymond	04/29/2026	Mosco, Hanna	APE Direct Service Individual	Attended	0.75	0.75	$ 160.00	$ 120.00
APE	Cardona, Raymond	04/03/2026	Roberts, Karsyn	APE Prep/Planning/Scheduling	Attended	0.25	0.00	$ 160.00	$ -
APE	Cardona, Raymond	04/03/2026	Roberts, Karsyn	APE Direct Service Individual	Attended	0.50	0.50	$ 160.00	$ 80.00
APE	Cardona, Raymond	04/03/2026	Roberts, Karsyn	APE Direct Service Individual	Attended	0.25	0.25	$ 160.00	$ 40.00
APE	Cardona, Raymond	04/17/2026	Roberts, Karsyn	APE Prep/Planning/Scheduling	Attended	0.33	0.00	$ 160.00	$ -
APE	Cardona, Raymond	04/24/2026	Roberts, Karsyn	APE Prep/Planning/Scheduling	Attended	0.25	0.00	$ 160.00	$ -
APE	Cardona, Raymond	04/29/2026	Roberts, Karsyn	APE Prep/Planning/Scheduling	Attended	0.25	0.00	$ 160.00	$ -
APE	Cardona, Raymond	04/29/2026	Roberts, Karsyn	APE Direct Service Individual	Attended	0.50	0.50	$ 160.00	$ 80.00
APE	Cardona, Raymond	04/29/2026	Roberts, Karsyn	APE Direct Service Individual	Attended	0.08	0.08	$ 160.00	$ 12.80
APE	Cardona, Raymond	04/30/2026	Roberts, Karsyn	APE Prep/Planning/Scheduling	Attended	0.25	0.00	$ 160.00	$ -
APE	Cardona, Raymond	04/29/2026	Roberts, Karsyn	APE Direct Service Individual	Attended	0.25	0.25	$ 160.00	$ 40.00
APE	Cardona, Raymond	04/30/2026	Roberts, Karsyn	APE Direct Service Individual	Attended	0.50	0.50	$ 160.00	$ 80.00
APE Total						**5.41**	**3.58**		**$ 572.80**
APE Virtual	Cardona, Raymond	04/24/2026	Mosco, Hanna	Virtual APE IEP Meeting	Attended	0.58	0.00	$ 160.00	$ -
APE Virtual	Cardona, Raymond	04/27/2026	Mosco, Hanna	Virtual APE Prep/Planning/Scheduling	Attended	0.25	0.00	$ 160.00	$ -
APE Virtual	Cardona, Raymond	04/29/2026	Mosco, Hanna	Virtual APE IEP Meeting	Attended	0.50	0.00	$ 160.00	$ -
APE Virtual	Cardona, Raymond	04/17/2026	Roberts, Karsyn	Virtual APE Direct Service Individual	Missed	0.50	0.50	$ 160.00	$ 80.00
APE Virtual	Cardona, Raymond	04/23/2026	Roberts, Karsyn	Virtual APE IEP Meeting	Attended	1.50	0.50	$ 160.00	$ 80.00
APE Virtual	Cardona, Raymond	04/24/2026	Roberts, Karsyn	Virtual APE Direct Service Individual	Missed	0.50	0.50	$ 160.00	$ 80.00
APE Virtual Total						**3.83**	**1.50**		**$ 240.00**
AT	Robertson, Kimberly	04/02/2026	Free, Caleb	AT Consult (Per IEP)	Attended	0.50	0.50	$ 150.00	$ 75.00
AT	Robertson, Kimberly	04/23/2026	Free, Caleb	AT Consult (Per IEP)	Attended	0.50	0.50	$ 150.00	$ 75.00
AT	Robertson, Kimberly	04/28/2026	Free, Caleb	AT IEP Meeting	Attended	0.50	0.00	$ 150.00	$ -
AT	Robertson, Kimberly	04/30/2026	Free, Caleb	AT Consult (Per IEP)	Attended	0.50	0.50	$ 150.00	$ 75.00
AT	Buchheit, Amanda Mandee	04/16/2026	Gillon, Aramis	AT Consult (Per IEP)	Attended	1.00	1.00	$ 150.00	$ 150.00
AT	Logan, Terrie	04/01/2026	Harrell, Broderick	AT Consult (Per IEP)	Attended	1.00	1.00	$ 150.00	$ 150.00
AT	Robertson, Kimberly	04/01/2026	Martinez (PCA), Mia	AT Consult (Per IEP)	Attended	0.50	0.50	$ 150.00	$ 75.00
AT	Robertson, Kimberly	04/23/2026	Martinez (PCA), Mia	AT Consult (Per IEP)	Attended	0.50	0.50	$ 150.00	$ 75.00
AT	Buchheit, Amanda Mandee	04/01/2026	Massella, Remilia	AT Consult (Per IEP)	Attended	0.75	0.75	$ 150.00	$ 112.50
AT	Buchheit, Amanda Mandee	04/15/2026	Massella, Remilia	AT IEP Meeting	Attended	1.00	0.00	$ 150.00	$ -
AT	Buchheit, Amanda Mandee	04/16/2026	Massella, Remilia	AT IEP Meeting	Attended	1.00	1.00	$ 150.00	$ 150.00
AT	Buchheit, Amanda Mandee	04/17/2026	Massella, Remilia	AT Consult (Per IEP)	Attended	1.00	1.00	$ 150.00	$ 150.00
AT	Chen, Joyce	04/01/2026	Rimando, Ethan	AT Assessment	Attended	0.72	0.72	$ 150.00	$ 108.00
AT	Clements, Suzanne	04/16/2026	Vazquez, Parker	AT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 150.00	$ -
AT	Clements, Suzanne	04/27/2026	Vazquez, Parker	AT IEP Meeting	Attended	1.00	1.00	$ 150.00	$ 150.00
AT Total						**10.72**	**8.97**		**$ 1,345.50**
AT Virtual	Kutukdjian, Tanya	04/14/2026	Bernal, Malachi	Virtual AT Consult (Per IEP)	Attended	2.00	2.00	$ 150.00	$ 300.00
AT Virtual	Kutukdjian, Tanya	04/14/2026	Bernal, Malachi	Virtual AT IEP Meeting	Attended	1.00	0.00	$ 150.00	$ -
AT Virtual	Logan, Terrie	04/21/2026	Caballero, Azahel	Virtual AT Consult (Per IEP)	Attended	0.17	0.17	$ 150.00	$ 25.50
AT Virtual	Logan, Terrie	04/21/2026	Chiu, Jett	Virtual AT Consult (Per IEP)	Attended	0.25	0.25	$ 150.00	$ 37.50
AT Virtual	Logan, Terrie	04/15/2026	Cyr, Makalya	Virtual AT Consult (Per IEP)	Attended	0.25	0.25	$ 150.00	$ 37.50
AT Virtual	Kutukdjian, Tanya	04/16/2026	Najar, Samuel	Virtual AT IEP Meeting	Attended	1.50	0.00	$ 150.00	$ -
AT Virtual	Logan, Terrie	04/21/2026	Novelo Nunez, Zinnia	Virtual AT Consult (Per IEP)	Attended	0.25	0.25	$ 150.00	$ 37.50
AT Virtual	Achurra, Carolyn	04/14/2026	Ricardo, Ariana	Virtual AT Prep/Planning/Scheduling	Attended	0.50	0.00	$ 150.00	$ -
AT Virtual	Achurra, Carolyn	04/22/2026	Ricardo, Ariana	Virtual AT Consult (Per IEP)	Attended	0.50	0.50	$ 150.00	$ 75.00
AT Virtual	Chen, Joyce	04/03/2026	Rimando, Ethan	Virtual AT IEP Meeting	Attended	1.17	0.00	$ 150.00	$ -
AT Virtual	Logan, Terrie	04/16/2026	Stebbins, William	Virtual AT Consult (Per IEP)	Attended	0.50	0.50	$ 150.00	$ 75.00
AT Virtual	Logan, Terrie	04/23/2026	Stebbins, William	Virtual AT Prep/Planning/Scheduling	Attended	0.42	0.00	$ 150.00	$ -
AT Virtual	Logan, Terrie	04/24/2026	Stebbins, William	Virtual AT Consult (Per IEP)	Attended	0.50	0.50	$ 150.00	$ 75.00
AT Virtual	Logan, Terrie	04/28/2026	Stebbins, William	Virtual AT IEP Meeting	Attended	1.75	0.00	$ 150.00	$ -
AT Virtual	Kutukdjian, Tanya	04/23/2026	Weatherby, Maxwell	Virtual AT Consult (Per IEP)	Attended	1.00	1.00	$ 150.00	$ 150.00
AT Virtual Total						**11.76**	**5.42**		**$ 813.00**
Audiology	Moreno, Jessica	04/01/2026	Benziane, Mehdi	Audiology Consult (per IEP)	Attended	0.50	0.50	$ 200.00	$ 100.00
Audiology	Moreno, Jessica	04/01/2026	Moore, Amelia	Audiology Consult (per IEP)	Attended	0.50	0.50	$ 200.00	$ 100.00
Audiology	Moreno, Jessica	04/01/2026	Moore, Amelia	Audiology Prep/Planning/Scheduling	Attended	0.50	0.50	$ 200.00	$ 100.00
Audiology	Moreno, Jessica	04/03/2026	Moore, Amelia	Audiology Direct Service Individual	Missed	0.50	0.50	$ 200.00	$ 100.00
Audiology	Moreno, Jessica	04/17/2026	Moore, Amelia	Audiology Prep/Planning/Scheduling	Attended	0.25	0.25	$ 200.00	$ 50.00
Audiology	Moreno, Jessica	04/20/2026	Moore, Amelia	Audiology Prep/Planning/Scheduling	Attended	0.25	0.25	$ 200.00	$ 50.00
Audiology	Moreno, Jessica	04/23/2026	Moore, Amelia	Audiology Prep/Planning/Scheduling	Attended	0.50	0.50	$ 200.00	$ 100.00
Audiology Total						**3.00**	**3.00**		**$ 600.00**
Audiology Virtual	Meadows, Lauren	04/21/2026	Blount, Roman	Virtual Audiology Prep/Planning/Scheduling	Attended	0.25	0.25	$ 200.00	$ 50.00
Audiology Virtual	Meadows, Lauren	04/22/2026	Escobedo-Glasse, Anton	Virtual Audiology Consult (per IEP)	Attended	0.75	0.75	$ 200.00	$ 150.00
Audiology Virtual	Meadows, Lauren	04/29/2026	Escobedo-Glasse, Anton	Virtual Audiology Consult (per IEP)	Attended	0.25	0.25	$ 200.00	$ 50.00
Audiology Virtual	Meadows, Lauren	04/03/2026	Francisco, Andrew	Virtual Audiology IEP Meeting	Attended	0.75	0.75	$ 200.00	$ 150.00
Audiology Virtual	Meadows, Lauren	04/14/2026	Francisco, Andrew	Virtual Audiology Prep/Planning/Scheduling	Attended	0.50	0.50	$ 200.00	$ 100.00
Audiology Virtual	Meadows, Lauren	04/16/2026	Francisco, Andrew	Virtual Audiology Prep/Planning/Scheduling	Attended	0.25	0.25	$ 200.00	$ 50.00
Audiology Virtual	Meadows, Lauren	04/01/2026	Francisco, Noah	Virtual Audiology Prep/Planning/Scheduling	Attended	0.50	0.50	$ 200.00	$ 100.00
Audiology Virtual	Meadows, Lauren	04/03/2026	Francisco, Noah	Virtual Audiology IEP Meeting	Attended	0.75	0.00	$ 200.00	$ -
Audiology Virtual	Meadows, Lauren	04/14/2026	Francisco, Noah	Virtual Audiology Prep/Planning/Scheduling	Attended	0.50	0.50	$ 200.00	$ 100.00
Audiology Virtual	Meadows, Lauren	04/20/2026	Francisco, Noah	Virtual Audiology Prep/Planning/Scheduling	Attended	0.25	0.25	$ 200.00	$ 50.00
Audiology Virtual	Meadows, Lauren	04/27/2026	Martinez (PCA), Mia	Virtual Audiology Prep/Planning/Scheduling	Attended	0.50	0.50	$ 200.00	$ 100.00
Audiology Virtual	Meadows, Lauren	04/28/2026	Martinez (PCA), Mia	Virtual Audiology Consult (per IEP)	Attended	1.00	1.00	$ 200.00	$ 200.00
Audiology Virtual	Meadows, Lauren	04/02/2026	Meursing, George	Virtual Audiology Consult (per IEP)	Attended	0.25	0.25	$ 200.00	$ 50.00
Audiology Virtual	Moreno, Jessica	04/24/2026	Moore, Amelia	Virtual Audiology IEP Meeting	Attended	1.00	0.00	$ 200.00	$ -
Audiology Virtual	Meadows, Lauren	04/27/2026	Welch, Atlas	Virtual Audiology Prep/Planning/Scheduling	Attended	0.25	0.25	$ 200.00	$ 50.00
Audiology Virtual	Meadows, Lauren	04/24/2026	Wiggan, Shem	Virtual Audiology Prep/Planning/Scheduling	Attended	0.75	0.75	$ 200.00	$ 150.00
Audiology Virtual Total						**8.50**	**6.75**		**$ 1,350.00**
Behavior Intervention	Geraghty, Cat	04/01/2026	Liedle, Solomon	Functional Behavior Assessment Hourly	Attended	5.00	5.00	$ 145.00	$ 725.00
Behavior Intervention	Geraghty, Cat	04/02/2026	Liedle, Solomon	Functional Behavior Assessment Hourly	Attended	5.00	5.00	$ 145.00	$ 725.00
Behavior Intervention	Geraghty, Cat	04/03/2026	Liedle, Solomon	Functional Behavior Assessment Hourly	Attended	2.00	2.00	$ 145.00	$ 290.00
Behavior Intervention	Calarco, Katherine (Beth)	04/13/2026	Ramirez, Jesus Josue	BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	1.00	1.00	$ 145.00	$ 145.00
Behavior Intervention	Calarco, Katherine (Beth)	04/27/2026	Ramirez, Jesus Josue	BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention	Calarco, Katherine (Beth)	04/27/2026	Ramirez, Jesus Josue	BIS-BCBA Behavior Intervention Prep/Planning/Scheduling	Attended	0.50	0.00	$ 145.00	$ -
Behavior Intervention	Rolando, Rachel	04/01/2026	Watson, Neziah	BIS-BCBA Behavior Intervention Direct Service Individual	Missed	0.25	0.25	$ 145.00	$ 36.25
Behavior Intervention	Rolando, Rachel	04/15/2026	Watson, Neziah	BIS-BCBA Behavior Intervention Services	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention	Rolando, Rachel	04/22/2026	Watson, Neziah	BIS-BCBA Behavior Intervention Services	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention	Rolando, Rachel	04/29/2026	Watson, Neziah	BIS-BCBA Behavior Intervention Services	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention	Rolando, Rachel	04/01/2026	Wong, Jonathan	BIS-BCBA Behavior Intervention Direct Service Individual	Attended	1.33	1.33	$ 145.00	$ 192.85
Behavior Intervention	Rolando, Rachel	04/15/2026	Wong, Jonathan	BIS-BCBA Behavior Intervention Services	Attended	1.50	1.50	$ 145.00	$ 217.50
Behavior Intervention	Rolando, Rachel	04/17/2026	Wong, Jonathan	BIS-BCBA Behavior Intervention Services	Attended	1.25	1.25	$ 145.00	$ 181.25
Behavior Intervention	Rolando, Rachel	04/22/2026	Wong, Jonathan	BIS-BCBA Behavior Intervention Services	Attended	1.42	1.42	$ 145.00	$ 205.90
Behavior Intervention	Rolando, Rachel	04/24/2026	Wong, Jonathan	BIS-BCBA Behavior Intervention Services	Attended	1.33	1.33	$ 145.00	$ 192.85
Behavior Intervention	Rolando, Rachel	04/29/2026	Wong, Jonathan	BIS-BCBA Behavior Intervention Services	Attended	1.50	1.50	$ 145.00	$ 217.50
Behavior Intervention Total						**24.08**	**23.58**		**$ 3,419.10**
Behavior Intervention Virtual	Aclan, Megan	04/02/2026	Isolde Kimble, Khalilah	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention Virtual	Aclan, Megan	04/14/2026	Isolde Kimble, Khalilah	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.33	0.33	$ 145.00	$ 47.85
Behavior Intervention Virtual	Aclan, Megan	04/16/2026	Isolde Kimble, Khalilah	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention Virtual	Aclan, Megan	04/21/2026	Isolde Kimble, Khalilah	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.33	0.33	$ 145.00	$ 47.85

Behavior Intervention Virtual	Aclan, Megan	04/23/2026	Isolde Kimble, Khalilah	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention Virtual	Aclan, Megan	04/28/2026	Isolde Kimble, Khalilah	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.33	0.33	$ 145.00	$ 47.85
Behavior Intervention Virtual	Aclan, Megan	04/29/2026	Isolde Kimble, Khalilah	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.33	0.33	$ 145.00	$ 47.85
Behavior Intervention Virtual	Aclan, Megan	04/02/2026	Ruiz, Thomas	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention Virtual	Aclan, Megan	04/17/2026	Ruiz, Thomas	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention Virtual	Aclan, Megan	04/23/2026	Ruiz, Thomas	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.25	0.25	$ 145.00	$ 36.25
Behavior Intervention Virtual	Aclan, Megan	04/24/2026	Ruiz, Thomas	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.25	0.25	$ 145.00	$ 36.25
Behavior Intervention Virtual	Aclan, Megan	04/24/2026	Ruiz, Thomas	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention Virtual	Aclan, Megan	04/28/2026	Ruiz, Thomas	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.25	0.25	$ 145.00	$ 36.25
Behavior Intervention Virtual	Aclan, Megan	04/30/2026	Ruiz, Thomas	Virtual BIS-BCBA Behavior Intervention Consult (Per IEP)	Attended	0.50	0.50	$ 145.00	$ 72.50
Behavior Intervention Virtual	Rolando, Rachel	04/28/2026	Watson, Neziah	Virtual BIS-BCBA Behavior Intervention Prep/Planning/Schedulin	Attended	1.42	0.00	$ 145.00	$ -
Behavior Intervention Virtual	Rolando, Rachel	04/24/2026	Wong, Jonathan	Virtual BIS-BCBA Behavior Intervention Prep/Planning/Schedulin	Attended	0.50	0.00	$ 145.00	$ -
Behavior Intervention Virtual	Rolando, Rachel	04/24/2026	Wong, Jonathan	Virtual BIS-BCBA Behavior Intervention Prep/Planning/Schedulin	Attended	1.00	0.00	$ 145.00	$ -
Behavior Intervention Virtual	Rolando, Rachel	04/27/2026	Wong, Jonathan	Virtual BIS-BCBA Behavior Intervention IEP Meeting	Attended	1.58	0.00	$ 145.00	$ -
Behavior Intervention Virtual Total						**10.07**	**5.57**		**$ 807.65**
Behavior Tech Virtual	Areliz, Alberto	04/27/2026	Torrick, Grayson	Virtual Behavior Tech Direct Service Individual	Attended	0.50	0.50	$ 70.00	$ 35.00
Behavior Tech Virtual	Areliz, Alberto	04/30/2026	Torrick, Grayson	Virtual Behavior Tech Direct Service Individual	Attended	0.50	0.50	$ 70.00	$ 35.00
Behavior Tech Virtual Total						**1.00**	**1.00**		**$ 70.00**
Music Therapy	Morrison, Loretta	04/14/2026	Ricardo, Ariana	Music Therapy IEP Meeting	Attended	1.50	0.00	$ 128.00	$ -
Music Therapy	Morrison, Loretta	04/02/2026	Tenery, Shiloh	Music Therapy Direct Service Individual	Attended	1.00	1.00	$ 128.00	$ 128.00
Music Therapy	Morrison, Loretta	04/13/2026	Tenery, Shiloh	Music Therapy Prep/Planning/Scheduling	Attended	0.25	0.00	$ 128.00	$ -
Music Therapy	Morrison, Loretta	04/16/2026	Tenery, Shiloh	Music Therapy Direct Service Individual	Attended	1.00	1.00	$ 128.00	$ 128.00
Music Therapy	Morrison, Loretta	04/20/2026	Tenery, Shiloh	Music Therapy Prep/Planning/Scheduling	Attended	0.50	0.00	$ 128.00	$ -
Music Therapy	Morrison, Loretta	04/21/2026	Tenery, Shiloh	Music Therapy IEP Meeting	Attended	0.50	0.00	$ 128.00	$ -
Music Therapy	Morrison, Loretta	04/23/2026	Tenery, Shiloh	Music Therapy Direct Service Individual	Attended	1.00	1.00	$ 128.00	$ 128.00
Music Therapy	Morrison, Loretta	04/23/2026	Tenery, Shiloh	Music Therapy IEP Meeting	Attended	0.75	0.00	$ 128.00	$ -
Music Therapy	Morrison, Loretta	04/27/2026	Tenery, Shiloh	Music Therapy Prep/Planning/Scheduling	Attended	0.50	0.00	$ 128.00	$ -
Music Therapy	Morrison, Loretta	04/27/2026	Vazquez, Parker	Music Therapy IEP Meeting	Attended	1.00	0.00	$ 128.00	$ -
Music Therapy Total						**8.00**	**3.00**		**$ 384.00**
OI	Titone, Erin	04/02/2026	Massella, Remilia	OI Direct Service Individual	Attended	0.50	0.50	$ 220.00	$ 110.00
OI	Titone, Erin	04/16/2026	Massella, Remilia	OI Direct Service Individual	Attended	0.50	0.50	$ 220.00	$ 110.00
OI	Titone, Erin	04/23/2026	Massella, Remilia	OI Direct Service Individual	Attended	0.50	0.50	$ 220.00	$ 110.00
OI	Titone, Erin	04/30/2026	Massella, Remilia	OI Direct Service Individual	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Total						**2.00**	**2.00**		**$ 440.00**
OI Virtual	Titone, Erin	04/02/2026	Alaniz, Santiago	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/02/2026	Alaniz, Santiago	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/16/2026	Alaniz, Santiago	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/16/2026	Alaniz, Santiago	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/23/2026	Alaniz, Santiago	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/23/2026	Alaniz, Santiago	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/30/2026	Alaniz, Santiago	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/30/2026	Alaniz, Santiago	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/02/2026	Ferrebee, Leah	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/02/2026	Ferrebee, Leah	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/16/2026	Ferrebee, Leah	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/16/2026	Ferrebee, Leah	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/23/2026	Ferrebee, Leah	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/23/2026	Ferrebee, Leah	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/30/2026	Ferrebee, Leah	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/30/2026	Ferrebee, Leah	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/28/2026	Martinez, Mia	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/28/2026	Martinez, Mia	Virtual OI IEP Meeting	Attended	2.00	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/02/2026	Massella, Emerick	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/02/2026	Massella, Emerick	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/16/2026	Massella, Emerick	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/16/2026	Massella, Emerick	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/23/2026	Massella, Emerick	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/23/2026	Massella, Emerick	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/30/2026	Massella, Emerick	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/30/2026	Massella, Emerick	Virtual OI Consult (per IEP)	Attended	0.50	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/02/2026	Massella, Remilia	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/15/2026	Massella, Remilia	Virtual OI IEP Meeting	Attended	1.00	1.00	$ 220.00	$ 220.00
OI Virtual	Titone, Erin	04/16/2026	Massella, Remilia	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/16/2026	Massella, Remilia	Virtual OI IEP Meeting	Attended	2.00	1.00	$ 220.00	$ 220.00
OI Virtual	Titone, Erin	04/23/2026	Massella, Remilia	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/30/2026	Massella, Remilia	Virtual OI Prep/Planning/Schedling	Attended	0.25	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/27/2026	Stebbins, William	Virtual OI IEP Meeting	Attended	0.50	0.00	$ 220.00	$ -
OI Virtual	Titone, Erin	04/28/2026	Stebbins, William	Virtual OI IEP Meeting	Attended	2.00	0.50	$ 220.00	$ 110.00
OI Virtual	Titone, Erin	04/30/2026	Stebbins, William	Virtual OI Assessment	Attended	9.00	9.00	$ 220.00	$ 1,980.00
OI Virtual Total						**26.75**	**17.50**		**$ 3,850.00**
OT	Gately, Amanda	04/14/2026	Free, Caleb	OT Direct Service Individual	Attended	1.00	1.00	$ 130.00	$ 130.00
OT	Gately, Amanda	04/14/2026	Free, Caleb	OT Direct Service Individual	Attended	1.00	1.00	$ 130.00	$ 130.00
OT	Gately, Amanda	04/21/2026	Free, Caleb	OT Direct Service Individual	Attended	1.00	1.00	$ 130.00	$ 130.00
OT	Gately, Amanda	04/21/2026	Free, Caleb	OT Direct Service Individual	Attended	1.00	1.00	$ 130.00	$ 130.00
OT	Gately, Amanda	04/28/2026	Free, Caleb	OT IEP Meeting	Attended	0.50	0.00	$ 130.00	$ -
OT	Gately, Amanda	04/28/2026	Free, Caleb	OT Direct Service Individual	Attended	1.00	1.00	$ 130.00	$ 130.00
OT	Gately, Amanda	04/28/2026	Free, Caleb	OT Direct Service Individual	Attended	1.00	1.00	$ 130.00	$ 130.00
OT	Malan, Haley	04/27/2026	Vazquez, Parker	OT IEP Meeting	Attended	1.25	0.00	$ 130.00	$ -
OT	Momeyer, Elizabeth	04/02/2026	Wee, Joshua	OT Assessment	Attended	3.00	3.00	$ 130.00	$ 390.00
OT	Momeyer, Elizabeth	04/16/2026	Wee, Joshua	OT IEP Meeting	Attended	2.00	0.00	$ 130.00	$ -
OT Total						**12.75**	**9.00**		**$ 1,170.00**
OT Daily Rate	Momeyer, Elizabeth	04/01/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/01/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/03/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/03/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/08/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	5.00	5.00	$ 124.00	$ 620.00
OT Daily Rate	Momeyer, Elizabeth	04/13/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	0.25	0.25	$ 124.00	$ 31.00
OT Daily Rate	Momeyer, Elizabeth	04/13/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	1.00	1.00	$ 124.00	$ 124.00
OT Daily Rate	Momeyer, Elizabeth	04/13/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	3.50	3.50	$ 124.00	$ 434.00
OT Daily Rate	Momeyer, Elizabeth	04/14/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.50	4.50	$ 124.00	$ 558.00
OT Daily Rate	Momeyer, Elizabeth	04/14/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	3.50	3.50	$ 124.00	$ 434.00
OT Daily Rate	Momeyer, Elizabeth	04/15/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/15/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	3.50	3.50	$ 124.00	$ 434.00
OT Daily Rate	Momeyer, Elizabeth	04/17/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/17/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/21/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.50	4.50	$ 124.00	$ 558.00
OT Daily Rate	Momeyer, Elizabeth	04/21/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	3.50	3.50	$ 124.00	$ 434.00
OT Daily Rate	Momeyer, Elizabeth	04/22/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/22/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/24/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/24/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/27/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	0.25	0.25	$ 124.00	$ 31.00
OT Daily Rate	Momeyer, Elizabeth	04/27/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	1.00	1.00	$ 124.00	$ 124.00

OT Daily Rate	Momeyer, Elizabeth	04/27/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	3.50	3.50	$ 124.00	$ 434.00
OT Daily Rate	Momeyer, Elizabeth	04/28/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.50	4.50	$ 124.00	$ 558.00
OT Daily Rate	Momeyer, Elizabeth	04/28/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	3.50	3.50	$ 124.00	$ 434.00
OT Daily Rate	Momeyer, Elizabeth	04/29/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate	Momeyer, Elizabeth	04/29/2026	Pacific Coast Academy, Occupational Therapy	OT Daily Rate	Attended	4.00	4.00	$ 124.00	$ 496.00
OT Daily Rate Total						**94.00**	**94.00**		**$ 11,656.00**
Psych	Geraghty, Cat	04/24/2026	Calhoun, Jaedyn	Psych IEP Meeting	Attended	1.50	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/27/2026	Calhoun, Karly	Psych IEP Meeting	Attended	1.50	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/21/2026	Craft, Monroe	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/16/2026	Diaz, Oliver	Psych IEP Meeting	Attended	1.25	1.25	$ 131.00	$ 163.75
Psych	Geraghty, Cat	04/24/2026	Diaz, Oliver	Psych IEP Meeting	Attended	1.00	1.00	$ 131.00	$ 131.00
Psych	Hoffman, Lee	04/14/2026	Everett, Christopher	Psych Prep/Planning/Scheduling	Attended	1.00	0.00	$ 131.00	$ -
Psych	Hoffman, Lee	04/14/2026	Everett, Connor	Psych Prep/Planning/Scheduling	Attended	1.00	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/28/2026	Gregware, Sparrow	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Skaf, Amin	04/20/2026	Henneforth, Lincoln	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Skaf, Amin	04/16/2026	Jackson, Keegan	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Gleason, Meredith	04/24/2026	Langston-Estrada, Alaya	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Martin, Robert	04/15/2026	Lezama, Sarai	Psych IEP Meeting	Attended	1.50	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/27/2026	Liedle, Solomon	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/16/2026	Menard, Jeremiah	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Romero, Jaime	04/16/2026	Najar, Samuel	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/22/2026	Nicolae, Emerson	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/17/2026	Raptis, Adler	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/21/2026	Richards, Phineas	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Martin, Robert	04/17/2026	Robinson, Joshua	Psych IEP Meeting	Attended	0.50	0.00	$ 131.00	$ -
Psych	Martin, Robert	04/24/2026	Robinson, Joshua	Psych IEP Meeting	Attended	1.00	0.00	$ 131.00	$ -
Psych	Skaf, Amin	04/24/2026	Thurston, Donald	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Geraghty, Cat	04/23/2026	Tourville, Noa	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Hoffman, Lee	04/21/2026	Wee, Joshua	Psych IEP Meeting	Attended	2.00	0.00	$ 131.00	$ -
Psych	Hoffman, Lee	04/27/2026	Zuni Ramirez, Bruce	Psych IEP Meeting	Attended	1.75	0.00	$ 131.00	$ -
Psych Total						**40.00**	**2.25**		**$ 294.75**
Psych Assessment with Academics	Geraghty, Cat	04/20/2026	Blount, Landon	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Geraghty, Cat	04/03/2026	Blount, Roman	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Phillips, Angela	04/24/2026	Castaneda, Matteo	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Geraghty, Cat	04/13/2026	Craft, Monroe	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Geraghty, Cat	04/27/2026	Fung, Judah	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Geraghty, Cat	04/02/2026	Greene, Nayeli	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Skaf, Amin	04/16/2026	Jackson, Keegan	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Gleason, Meredith	04/24/2026	Langston-Estrada, Alaya	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Martin, Robert	04/02/2026	Lawson, Aiden	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Geraghty, Cat	04/22/2026	Liedle, Solomon	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Romero, Jaime	04/08/2026	Najar, Samuel	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Geraghty, Cat	04/17/2026	Richards, Phineas	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Phillips, Angela	04/23/2026	Roy, Bennet	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Martin, Robert	04/15/2026	Thiel, Lucas	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Skaf, Amin	04/24/2026	Thurston, Donald	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics	Romero, Jaime	04/17/2026	Winslow, Mira	Psych Assessment with Academics	Attended	1.00	1.00	$ 2,150.00	$ 2,150.00
Psych Assessment with Academics Total						**16.00**	**16.00**		**$ 34,400.00**
Psych Assessment with ERMHS & Academics	Geraghty, Cat	04/01/2026	Calhoun, Jaedyn	Psych Assessment with ERMHS & Academics	Attended	1.00	1.00	$ 2,500.00	$ 2,500.00
Psych Assessment with ERMHS & Academics	Geraghty, Cat	04/02/2026	Calhoun, Karly	Psych Assessment with ERMHS & Academics	Attended	1.00	1.00	$ 2,500.00	$ 2,500.00
Psych Assessment with ERMHS & Academics	Geraghty, Cat	04/03/2026	Gonzalez Jimenez, Amalia	Psych Assessment with ERMHS & Academics	Attended	1.00	1.00	$ 2,500.00	$ 2,500.00
Psych Assessment with ERMHS & Academics	Geraghty, Cat	04/17/2026	Gregware, Sparrow	Psych Assessment with ERMHS & Academics	Attended	1.00	1.00	$ 2,500.00	$ 2,500.00
Psych Assessment with ERMHS & Academics	Geraghty, Cat	04/14/2026	Menard, Jeremiah	Psych Assessment with ERMHS & Academics	Attended	1.00	1.00	$ 2,500.00	$ 2,500.00
Psych Assessment with ERMHS & Academics	Geraghty, Cat	04/17/2026	Nicolae, Emerson	Psych Assessment with ERMHS & Academics	Attended	1.00	1.00	$ 2,500.00	$ 2,500.00
Psych Assessment with ERMHS & Academics	Geraghty, Cat	04/01/2026	Raptis, Adler	Psych Assessment with ERMHS & Academics	Attended	1.00	1.00	$ 2,500.00	$ 2,500.00
Psych Assessment with ERMHS & Academics Total						**7.00**	**7.00**		**$ 17,500.00**
PT Drive Time	Carlson, Taylor	04/03/2026	Baltazar, Ezekiel	PT Drive Time	Attended	0.25	0.25	$ 103.00	$ 25.75
PT Drive Time	Carlson, Taylor	04/03/2026	Baltazar, Ezekiel	PT Drive Time	Attended	0.50	0.50	$ 103.00	$ 51.50
PT Drive Time	Carlson, Taylor	04/17/2026	Baltazar, Ezekiel	PT Drive Time	Attended	0.25	0.25	$ 103.00	$ 25.75
PT Drive Time	Carlson, Taylor	04/17/2026	Baltazar, Ezekiel	PT Drive Time	Attended	0.50	0.50	$ 103.00	$ 51.50
PT Drive Time	Belisle, Chloe	03/25/2026	Caballero, Azahel	PT Drive Time	Attended	0.50	0.50	$ 103.00	$ 51.50
PT Drive Time	Belisle, Chloe	03/25/2026	Caballero, Azahel	PT Drive Time	Attended	0.50	0.50	$ 103.00	$ 51.50
PT Drive Time	Carlson, Taylor	04/17/2026	Higuera, Sadie	PT Drive Time	Attended	0.25	0.25	$ 103.00	$ 25.75
PT Drive Time	Carlson, Taylor	04/17/2026	Higuera, Sadie	PT Drive Time	Attended	0.25	0.25	$ 103.00	$ 25.75
PT Drive Time	Tovar, Nicole Irizarry	04/13/2026	Massella, Emerick	PT Drive Time	Attended	0.33	0.33	$ 103.00	$ 33.99
PT Drive Time	Tovar, Nicole Irizarry	04/27/2026	Massella, Emerick	PT Drive Time	Attended	0.33	0.33	$ 103.00	$ 33.99
PT Drive Time	Tovar, Nicole Irizarry	04/09/2026	Massella, Remilia	PT Drive Time	Attended	0.33	0.33	$ 103.00	$ 33.99
PT Drive Time	Cross, Carrie	04/28/2026	McLaughlin, Adalae	PT Drive Time	Attended	0.75	0.75	$ 103.00	$ 77.25
PT Drive Time Total						**4.74**	**4.74**		**$ 488.22**
PT	Carlson, Taylor	04/03/2026	Baltazar, Ezekiel	PT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 170.00	$ -
PT	Carlson, Taylor	04/03/2026	Baltazar, Ezekiel	PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT	Carlson, Taylor	04/17/2026	Baltazar, Ezekiel	PT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 170.00	$ -
PT	Carlson, Taylor	04/17/2026	Baltazar, Ezekiel	PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT	Carlson, Taylor	04/24/2026	Baltazar, Ezekiel	PT Consult (per IEP)	Attended	0.25	0.25	$ 170.00	$ 42.50
PT	Lytle, Megan	04/01/2026	Blount, Landon	PT Assessment	Attended	1.27	1.27	$ 170.00	$ 215.90
PT	Lytle, Megan	04/01/2026	Blount, Landon	PT Assessment	Attended	1.33	1.33	$ 170.00	$ 226.10
PT	Lytle, Megan	04/13/2026	Blount, Landon	PT Assessment	Attended	1.72	1.72	$ 170.00	$ 292.40
PT	Lytle, Megan	04/21/2026	Blount, Landon	PT Assessment	Attended	0.50	0.50	$ 170.00	$ 85.00
PT	Lytle, Megan	04/23/2026	Blount, Landon	PT Assessment	Attended	0.75	0.75	$ 170.00	$ 127.50
PT	Lytle, Megan	04/24/2026	Blount, Landon	PT Assessment	Attended	0.58	0.58	$ 170.00	$ 98.60
PT	Lytle, Megan	04/29/2026	Blount, Landon	PT Prep/Planning/Scheduling	Attended	0.83	0.00	$ 170.00	$ -
PT	Belisle, Chloe	03/19/2026	Caballero, Azahel	PT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 170.00	$ -
PT	Belisle, Chloe	03/25/2026	Caballero, Azahel	PT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 170.00	$ -
PT	Belisle, Chloe	03/25/2026	Caballero, Azahel	PT Direct Service Individual	Attended	1.00	1.00	$ 170.00	$ 170.00
PT	Tovar, Nicole Irizarry	04/02/2026	Free, Caleb	PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT	Tovar, Nicole Irizarry	04/16/2026	Free, Caleb	PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT	Tovar, Nicole Irizarry	04/23/2026	Free, Caleb	PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT	Tovar, Nicole Irizarry	04/24/2026	Free, Caleb	PT Consult (per IEP)	Attended	0.25	0.25	$ 170.00	$ 42.50
PT	Tovar, Nicole Irizarry	04/28/2026	Free, Caleb	PT IEP Meeting	Attended	0.75	0.00	$ 170.00	$ -
PT	Tovar, Nicole Irizarry	04/30/2026	Free, Caleb	PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT	Carlson, Taylor	04/17/2026	Higuera, Sadie	PT Direct Service Individual	Attended	1.00	1.00	$ 170.00	$ 170.00
PT	Carlson, Taylor	04/17/2026	Higuera, Sadie	PT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 170.00	$ -
PT	Carlson, Taylor	04/24/2026	Higuera, Sadie	PT Prep/Planning/Scheduling	Attended	0.08	0.00	$ 170.00	$ -
PT	Carlson, Taylor	04/24/2026	Higuera, Sadie	PT Consult (per IEP)	Attended	0.25	0.25	$ 170.00	$ 42.50
PT	Tovar, Nicole Irizarry	04/02/2026	Martinez (PCA), Mia	PT Direct Service Individual	Missed	0.50	0.50	$ 170.00	$ 85.00
PT	Carlson, Taylor	04/16/2026	Martinez (PCA), Mia	PT Direct Service Individual	Missed	0.50	0.50	$ 170.00	$ 85.00
PT	Carlson, Taylor	04/23/2026	Martinez (PCA), Mia	PT Direct Service Individual	Missed	0.50	0.50	$ 170.00	$ 85.00
PT	Carlson, Taylor	04/24/2026	Martinez (PCA), Mia	PT Prep/Planning/Scheduling	Attended	1.50	0.00	$ 170.00	$ -
PT	Carlson, Taylor	04/28/2026	Martinez (PCA), Mia	PT IEP Meeting	Attended	2.00	0.00	$ 170.00	$ -
PT	Carlson, Taylor	04/30/2026	Martinez (PCA), Mia	PT Direct Service Individual	Missed	0.50	0.50	$ 170.00	$ 85.00
PT	Tovar, Nicole Irizarry	04/09/2026	Massella, Emerick	PT Direct Service Individual	Attended	0.25	0.25	$ 170.00	$ 42.50
PT	Tovar, Nicole Irizarry	04/13/2026	Massella, Emerick	PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT	Tovar, Nicole Irizarry	04/27/2026	Massella, Emerick	PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00

PT	Tovar, Nicole Irizarry	04/09/2026	Massella, Remilia	PT Direct Service Individual	Attended	0.75	0.75	$ 170.00	$ 127.50
PT	Tovar, Nicole Irizarry	04/13/2026	Massella, Remilia	PT Direct Service Individual	Attended	1.00	1.00	$ 170.00	$ 170.00
PT	Tovar, Nicole Irizarry	04/15/2026	Massella, Remilia	PT IEP Meeting	Attended	1.00	1.00	$ 170.00	$ 170.00
PT	Tovar, Nicole Irizarry	04/16/2026	Massella, Remilia	PT IEP Meeting	Attended	1.00	1.00	$ 170.00	$ 170.00
PT	Tovar, Nicole Irizarry	04/27/2026	Massella, Remilia	PT Direct Service Individual	Attended	1.00	1.00	$ 170.00	$ 170.00
PT	Cross, Carrie	04/21/2026	McLaughlin, Adalae	PT Direct Service Individual	Missed	0.50	0.50	$ 170.00	$ 85.00
PT	Cross, Carrie	04/28/2026	McLaughlin, Adalae	PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT	Cross, Carrie	04/28/2026	McLaughlin, Adalae	PT Prep/Planning/Scheduling	Attended	0.50	0.00	$ 170.00	$ -
PT	Tovar, Nicole Irizarry	04/20/2026	Mosco, Hanna	PT Direct Service Individual	Attended	0.75	0.75	$ 170.00	$ 127.50
PT	Tovar, Nicole Irizarry	04/24/2026	Mosco, Hanna	PT IEP Meeting	Attended	0.50	0.00	$ 170.00	$ -
PT	Tovar, Nicole Irizarry	04/27/2026	Mosco, Hanna	PT Direct Service Individual	Attended	0.75	0.75	$ 170.00	$ 127.50
PT	Tovar, Nicole Irizarry	04/28/2026	Mosco, Hanna	PT Direct Service Individual	Attended	0.75	0.75	$ 170.00	$ 127.50
PT	Tovar, Nicole Irizarry	04/29/2026	Mosco, Hanna	PT IEP Meeting	Attended	0.25	0.00	$ 170.00	$ -
PT	Tovar, Nicole Irizarry	04/21/2026	Sachs, Logan	PT IEP Meeting	Attended	1.00	0.00	$ 170.00	$ -
PT	Tovar, Nicole Irizarry	04/24/2026	Stebbins, William	PT Assessment	Attended	5.00	5.00	$ 170.00	$ 850.00
PT	Carlson, Taylor	04/15/2026	Tafolla Torres, Kevin	PT Prep/Planning/Scheduling	Attended	0.17	0.00	$ 170.00	$ -
PT	Tovar, Nicole Irizarry	04/02/2026	Velasco, Alyssa	PT Assessment	Attended	3.17	3.17	$ 170.00	$ 538.90
PT	Tovar, Nicole Irizarry	04/03/2026	Velasco, Alyssa	PT IEP Meeting	Missed	1.00	0.00	$ 170.00	$ -
PT	Tovar, Nicole Irizarry	04/16/2026	Velasco, Alyssa	PT Direct Service Individual	Missed	1.00	1.00	$ 170.00	$ 170.00
PT	Tovar, Nicole Irizarry	04/23/2026	Velasco, Alyssa	PT Direct Service Individual	Missed	1.00	1.00	$ 170.00	$ 170.00
PT	Tovar, Nicole Irizarry	04/30/2026	Velasco, Alyssa	PT Direct Service Individual	Attended	1.00	1.00	$ 170.00	$ 170.00
PT Total						**44.15**	**34.32**		**$ 5,834.40**
PT Virtual	Fambrough, Maranda	04/03/2026	Francisco, Noah	Virtual PT IEP Meeting	Attended	0.75	0.75	$ 170.00	$ 127.50
PT Virtual	Fambrough, Maranda	04/14/2026	Francisco, Noah	Virtual PT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 170.00	$ -
PT Virtual	Fambrough, Maranda	04/14/2026	Francisco, Noah	Virtual PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT Virtual	Fambrough, Maranda	04/14/2026	Francisco, Noah	Virtual PT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 170.00	$ -
PT Virtual	Fambrough, Maranda	04/21/2026	Francisco, Noah	Virtual PT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 170.00	$ -
PT Virtual	Fambrough, Maranda	04/21/2026	Francisco, Noah	Virtual PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT Virtual	Fambrough, Maranda	04/21/2026	Francisco, Noah	Virtual PT Prep/Planning/Scheduling	Attended	0.25	0.00	$ 170.00	$ -
PT Virtual	Cross, Carrie	04/01/2026	Melucci, Ronan	Virtual PT Assessment	Attended	2.50	2.50	$ 170.00	$ 425.00
PT Virtual	Cross, Carrie	04/01/2026	Melucci, Ronan	Virtual PT Assessment	Attended	1.00	1.00	$ 170.00	$ 170.00
PT Virtual	Tovar, Nicole Irizarry	04/01/2026	Tafolla Torres, Kevin	Virtual PT Direct Service Individual	Missed	0.50	0.50	$ 170.00	$ 85.00
PT Virtual	Tovar, Nicole Irizarry	04/15/2026	Tafolla Torres, Kevin	Virtual PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT Virtual	Carlson, Taylor	04/16/2026	Tafolla Torres, Kevin	Virtual PT IEP Meeting	Attended	0.50	0.00	$ 170.00	$ -
PT Virtual	Tovar, Nicole Irizarry	04/22/2026	Tafolla Torres, Kevin	Virtual PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT Virtual	Tovar, Nicole Irizarry	04/30/2026	Tafolla Torres, Kevin	Virtual PT Direct Service Individual	Attended	0.50	0.50	$ 170.00	$ 85.00
PT Virtual Total						**8.75**	**7.25**		**$ 1,232.50**
SAI	Spark, Kerry	04/20/2026	Harrell, Broderick	SAI Direct Service Individual	Attended	0.75	0.75	$ 125.00	$ 93.75
SAI	Spark, Kerry	04/20/2026	Harrell, Broderick	SAI Prep/Planning/Scheduling	Attended	0.50	0.00	$ 125.00	$ -
SAI	Spark, Kerry	04/14/2026	Lopez Mayer, Ocean	SAI Direct Service Individual	Attended	1.88	1.00	$ 125.00	$ 125.00
SAI	Spark, Kerry	04/19/2026	Lopez Mayer, Ocean	SAI Prep/Planning/Scheduling	Attended	0.58	0.00	$ 125.00	$ -
SAI	Spark, Kerry	04/21/2026	Lopez Mayer, Ocean	SAI Direct Service Individual	Attended	1.00	1.00	$ 125.00	$ 125.00
SAI	Spark, Kerry	04/28/2026	Lopez Mayer, Ocean	SAI Direct Service Individual	Missed	1.00	1.00	$ 125.00	$ 125.00
SAI	Spark, Kerry	04/01/2026	Yockey, James	SAI Prep/Planning/Scheduling	Attended	1.00	0.00	$ 125.00	$ -
SAI	Spark, Kerry	04/22/2026	Yockey, James	SAI Prep/Planning/Scheduling	Attended	0.33	0.00	$ 125.00	$ -
SAI	Spark, Kerry	04/22/2026	Yockey, James	SAI Direct Service Individual	Attended	0.83	0.83	$ 125.00	$ 103.75
SAI	Spark, Kerry	04/29/2026	Yockey, James	SAI Direct Service Individual	Attended	0.67	0.67	$ 125.00	$ 83.75
SAI	Spark, Kerry	04/29/2026	Yockey, James	SAI Prep/Planning/Scheduling	Attended	0.33	0.00	$ 125.00	$ -
SAI Total						**8.87**	**5.25**		**$ 656.25**
Speech	Dill, Nicole	04/24/2026	Diaz, Oliver	Speech Assessment	Attended	0.25	0.25	$ 130.00	$ 32.50
Speech	Straus, Nathaniel	04/06/2026	Fung, Judah	Speech Assessment	Attended	1.00	1.00	$ 130.00	$ 130.00
Speech	Straus, Nathaniel	04/14/2026	Fung, Judah	Speech Assessment	Attended	1.25	1.25	$ 130.00	$ 162.50
Speech	Straus, Nathaniel	04/14/2026	Fung, Judah	Speech Assessment	Attended	5.00	5.00	$ 130.00	$ 650.00
Speech	Hollander, Alyssa	04/13/2026	Masella, Emerick	Speech Direct Service Individual	Attended	0.50	0.50	$ 130.00	$ 65.00
Speech	Hollander, Alyssa	04/15/2026	Masella, Emerick	Speech Direct Service Individual	Attended	1.00	1.00	$ 130.00	$ 130.00
Speech	Hollander, Alyssa	04/20/2026	Masella, Emerick	Speech Direct Service Individual	Attended	0.50	0.50	$ 130.00	$ 65.00
Speech	Hollander, Alyssa	04/22/2026	Masella, Emerick	Speech Direct Service Individual	Attended	0.50	0.50	$ 130.00	$ 65.00
Speech	Hollander, Alyssa	04/27/2026	Masella, Emerick	Speech Direct Service Individual	Attended	0.50	0.50	$ 130.00	$ 65.00
Speech	Case, Mandy	04/02/2026	Richards, Phineas	Speech Assessment	Attended	2.50	2.50	$ 130.00	$ 325.00
Speech	Case, Mandy	04/03/2026	Richards, Phineas	Speech Assessment	Attended	0.25	0.25	$ 130.00	$ 32.50
Speech	Case, Mandy	04/13/2026	Richards, Phineas	Speech Assessment	Attended	2.50	2.50	$ 130.00	$ 325.00
Speech	Case, Mandy	04/14/2026	Richards, Phineas	Speech Assessment	Attended	2.50	2.50	$ 130.00	$ 325.00
Speech	Case, Mandy	04/17/2026	Richards, Phineas	Speech Assessment	Attended	1.00	1.00	$ 130.00	$ 130.00
Speech	Case, Mandy	04/21/2026	Richards, Phineas	Speech Assessment	Attended	1.25	1.25	$ 130.00	$ 162.50
Speech	Straus, Nathaniel	04/30/2026	Velasco Islas, Alyssa	Speech Assessment	Attended	5.00	5.00	$ 130.00	$ 650.00
Speech	Mackay, Sheena	04/17/2026	Weatherby, Maxwell	Speech Direct Service Individual	Missed	1.00	1.00	$ 130.00	$ 130.00
Speech	Mackay, Sheena	04/24/2026	Weatherby, Maxwell	Speech Direct Service Individual	Attended	1.00	1.00	$ 130.00	$ 130.00
Speech Total						**27.50**	**27.50**		**$ 3,575.00**
Speech Assistant	Cabrera, Yasleen	04/02/2026	Free, Caleb	Speech Assistant Direct Service Individual	Attended	1.50	1.50	$ 100.00	$ 150.00
Speech Assistant	Cabrera, Yasleen	04/02/2026	Free, Caleb	Speech Assistant Prep/Plan/Schedule	Attended	0.25	0.00	$ 100.00	$ -
Speech Assistant	Cabrera, Yasleen	04/16/2026	Free, Caleb	Speech Assistant Direct Service Individual	Attended	1.50	1.50	$ 100.00	$ 150.00
Speech Assistant	Cabrera, Yasleen	04/23/2026	Free, Caleb	Speech Assistant Direct Service Individual	Attended	1.50	1.50	$ 100.00	$ 150.00
Speech Assistant	Cabrera, Yasleen	04/30/2026	Free, Caleb	Speech Assistant Direct Service Individual	Attended	1.50	1.50	$ 100.00	$ 150.00
Speech Assistant	Clements, Suzanne	04/02/2026	Hoffman, Ryden	Speech Assistant Direct Service Individual	Attended	0.75	0.75	$ 100.00	$ 75.00
Speech Assistant Total						**7.00**	**6.75**		**$ 675.00**
Speech Daily Rate	Semaya, Rachel	04/01/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/01/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/03/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/03/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/13/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Semaya, Rachel	04/13/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Semaya, Rachel	04/15/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/15/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/17/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/17/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/20/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Semaya, Rachel	04/20/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Semaya, Rachel	04/22/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/22/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/24/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/24/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/27/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Semaya, Rachel	04/27/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	1.00	1.00	$ 95.00	$ 95.00
Speech Daily Rate	Semaya, Rachel	04/27/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Semaya, Rachel	04/29/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Semaya, Rachel	04/29/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Spiegler, Jessica	04/02/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Spiegler, Jessica	04/02/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	4.50	4.50	$ 95.00	$ 427.50
Speech Daily Rate	Spiegler, Jessica	04/13/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	2.50	2.50	$ 95.00	$ 237.50
Speech Daily Rate	Spiegler, Jessica	04/13/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Spiegler, Jessica	04/14/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Spiegler, Jessica	04/14/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	2.00	2.00	$ 95.00	$ 190.00
Speech Daily Rate	Spiegler, Jessica	04/14/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	1.83	1.83	$ 95.00	$ 173.85

Speech Daily Rate	Spiegler, Jessica	04/15/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	1.00	1.00	$ 95.00	$ 95.00
Speech Daily Rate	Spiegler, Jessica	04/16/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	2.00	2.00	$ 95.00	$ 190.00
Speech Daily Rate	Spiegler, Jessica	04/16/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	4.67	4.67	$ 95.00	$ 443.65
Speech Daily Rate	Spiegler, Jessica	04/20/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	1.50	1.50	$ 95.00	$ 142.50
Speech Daily Rate	Spiegler, Jessica	04/20/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	4.00	4.00	$ 95.00	$ 380.00
Speech Daily Rate	Spiegler, Jessica	04/21/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Spiegler, Jessica	04/21/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	1.50	1.50	$ 95.00	$ 142.50
Speech Daily Rate	Spiegler, Jessica	04/21/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	2.00	2.00	$ 95.00	$ 190.00
Speech Daily Rate	Spiegler, Jessica	04/23/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Spiegler, Jessica	04/23/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	4.00	4.00	$ 95.00	$ 380.00
Speech Daily Rate	Spiegler, Jessica	04/27/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	0.50	0.50	$ 95.00	$ 47.50
Speech Daily Rate	Spiegler, Jessica	04/27/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	1.50	1.50	$ 95.00	$ 142.50
Speech Daily Rate	Spiegler, Jessica	04/27/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.00	3.00	$ 95.00	$ 285.00
Speech Daily Rate	Spiegler, Jessica	04/28/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Spiegler, Jessica	04/28/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	1.50	1.50	$ 95.00	$ 142.50
Speech Daily Rate	Spiegler, Jessica	04/28/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	2.00	2.00	$ 95.00	$ 190.00
Speech Daily Rate	Spiegler, Jessica	04/30/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	3.50	3.50	$ 95.00	$ 332.50
Speech Daily Rate	Spiegler, Jessica	04/30/2026	Pacific Coast Academy, Speech Therapy	Speech Daily Rate	Attended	4.00	4.00	$ 95.00	$ 380.00
Speech Daily Rate Total						**135.00**	**135.00**		**$ 12,825.00**
Speech Virtual	Dill, Nicole	04/24/2026	Diaz, Oliver	Virtual Speech IEP Meeting	Attended	1.00	0.00	$ 130.00	$ -
Speech Virtual	Straus, Nathaniel	04/22/2026	Fung, Judah	Virtual Speech Assessment	Attended	1.00	1.00	$ 130.00	$ 130.00
Speech Virtual	Straus, Nathaniel	04/22/2026	Horak, Faith	Virtual Speech Assessment	Attended	2.00	2.00	$ 130.00	$ 260.00
Speech Virtual	Straus, Nathaniel	04/23/2026	Horak, Faith	Virtual Speech IEP Meeting	Attended	1.00	0.00	$ 130.00	$ -
Speech Virtual	Case, Mandy	04/21/2026	Richards, Phineas	Virtual Speech IEP Meeting	Attended	1.75	0.00	$ 130.00	$ -
Speech Virtual	Straus, Nathaniel	04/30/2026	Sibley, Charlotte	Virtual Speech Assessment	Attended	1.00	1.00	$ 130.00	$ 130.00
Speech Virtual	Straus, Nathaniel	04/06/2026	Velasco Islas, Alyssa	Virtual Speech Assessment	Missed	2.00	2.00	$ 130.00	$ 260.00
Speech Virtual	Straus, Nathaniel	04/20/2026	Velasco Islas, Alyssa	Virtual Speech Assessment	Attended	0.50	0.50	$ 130.00	$ 65.00
Speech Virtual	Straus, Nathaniel	04/22/2026	Velasco Islas, Alyssa	Virtual Speech Assessment	Missed	2.00	2.00	$ 130.00	$ 260.00
Speech Virtual Total						**12.25**	**8.50**		**$ 1,105.00**
VT	Giles, Greg	04/03/2026	Carmona Guzman, Enaid	VT Direct Service	Attended	0.67	1.00	$ 200.00	$ 200.00
VT	Giles, Greg	04/13/2026	Carmona Guzman, Enaid	VT Direct Service	Attended	0.67	1.00	$ 200.00	$ 200.00
VT	Giles, Greg	04/24/2026	Carmona Guzman, Enaid	VT Direct Service	Attended	0.67	1.00	$ 200.00	$ 200.00
VT	Giles, Greg	04/28/2026	Carmona Guzman, Enaid	VT Direct Service	Attended	0.67	1.00	$ 200.00	$ 200.00
VT Total						**2.68**	**4.00**		**$ 800.00**
Grand Total						**535.81**	**443.43**		**$ 106,104.17**

Attendance Codes

Register Period 4/1/2026 - 4/30/2026
Teacher Name Elizabeth Momeyer (Specialized Therapy Services)

TOTAL: 23.17 HRS

D - Delivered
A - Excused absence
E - Date student enrolled
N - Non-Participatory
M - IEP Meeting
P - Provider Absent
T - Absent due to participation in required state testing
X - Nonscheduled time
U - Unexcused absence
L - Last date of student's enrollment
H - School Holiday
C - Compensatory Time
S - School Closure
Y - Asynchronous

Attendance Register

Student	DOB	M/F	District of Service	School of Attendance	StudentID		W 1	T 2	F 3	M 6	T 7	W 8	T 9	F 10	M 13	T 14	W 15	T 16	F 17	M 20	T 21	W 22	T 23	F 24	M 27	T 28	W 29	T 30	Total
Jehse Barranco Rendon	6/3/2018	M	Pacific Coast Academy	Pacific Coast Academy	2459009	Service Delivery Code Minutes			D Individual 450 60					H Individual 450 0					D Individual 450 60											120
Joshua Camargo II	6/29/2020	N	Pacific Coast Academy	Pacific Coast Academy	2453306	Service Delivery Code Minutes					H Individual 450 0					D Individual 450 30					D Individual 450 30					U Individual 450 30				90
Waylon Capehart Gidney	3/14/2020	M	Pacific Coast Academy	Pacific Coast Academy	2637538	Service Delivery Code Minutes			D Individual 450 60					H Individual 450 0					D Individual 450 60										120
Jett Chiu	1/24/2020	M	Pacific Coast Academy	Pacific Coast Academy	2382243	Service Delivery Code Minutes			D Individual 450 60										D Individual 450 60					P Individual 450 0					120
Zionnah Cothrine	8/6/2016	F	Pacific Coast Academy	Pacific Coast Academy	2180453	Service Delivery Code Minutes				H Individual 450 0					D Individual 450 60										D Individual 450 60				120
Declan Nanney	6/25/2019	M	Pacific Coast Academy	Pacific Coast Academy	2784376	Service Delivery Code Minutes																					D Individual 450 30		30

Attendance Codes

Register Period 4/1/2026 - 4/30/2026
Teacher Name Elizabeth Momeyer (Specialized Therapy Services)

D - Delivered
A - Excused absence
E - Date student enrolled
N - Non-Participatory
M - IEP Meeting
P - Provider Absent
T - Absent due to participation in required state testing
X - Nonscheduled time
U - Unexcused absence
L - Last date of student's enrollment
H - School Holiday
C - Compensatory Time
S - School Closure
Y - Asynchronous

Attendance Register

Student	DOB	M/F	District of Service	School of Attendance	StudentID		W 1	T 2	F 3	M 6	T 7	W 8	T 9	F 10	M 13	T 14	W 15	T 16	F 17	M 20	T 21	W 22	T 23	F 24	M 27	T 28	W 29	T 30	Total
Zinnia Novelo Nunez	4/17/2019	F	Pacific Coast Academy	Pacific Coast Academy	2269509	Service Delivery Code Minutes			D Individual 450 60										D Individual 450 60					D Individual 450 60					180
Thomas Ruiz	11/6/2006	M	Pacific Coast Academy	Pacific Coast Academy	629041	Service Delivery Code Minutes										D Individual 450 60					U Individual 450 60					D Individual 450 60			180
Shiloh Tenery	1/15/2012	F	Pacific Coast Academy	Pacific Coast Academy	2133143	Service Delivery Code Minutes				D Individual 450 60															D Individual 450 60				120
Parker Vazquez	11/22/2011	M	Pacific Coast Academy	Pacific Coast Academy	1682046	Service Delivery Code Minutes	D Individual 450 60										D Individual 450 60												120
Theo Viana Mundim	6/30/2019	M	Pacific Coast Academy	Pacific Coast Academy	2774710	Service Delivery Code Minutes			D Individual 450 40					H Individual 450 0					U Individual 450 30										70
Neziah Watson	4/4/2016	M	Pacific Coast Academy	Pacific Coast Academy	2180456	Service Delivery Code Minutes					H Individual 450 0				U Individual 450 60														60

Attendance Codes

Register Period 4/1/2026 - 4/30/2026
Teacher Name Elizabeth Momeyer (Specialized Therapy Services)

D - Delivered
A - Excused absence
E - Date student enrolled
N - Non-Participatory
M - IEP Meeting
P - Provider Absent
T - Absent due to participation in required state testing
X - Nonscheduled time
U - Unexcused absence
L - Last date of student's enrollment
H - School Holiday
C - Compensatory Time
S - School Closure
Y - Asynchronous

Attendance Register

Student	DOB	M/F	District of Service	School of Attendance	StudentID		W 1	T 2	F 3	M 6	T 7	W 8	T 9	F 10	M 13	T 14	W 15	T 16	F 17	M 20	T 21	W 22	T 23	F 24	M 27	T 28	W 29	T 30	Total
Maxwell Weatherby	1/3/2019	M	Pacific Coast Academy	Pacific Coast Academy	2798735	Service					H					D													60
						Delivery					Individual					Individual													
						Code					450					450													
						Minutes					0					60													

CERTIFICATION
TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS STATE SCHOOL REGISTER PAGE HAS BEEN KEPT AS REQUIRED BY LAW AND IN ACCORDANCE WITH THE INSTRUCTION OF THE SUPERINTENDENT OF PUBLIC INSTRUCTION.

_____ _____
Signature Date

_____ _____ _____
Supervisor signature Title Date

Attendance Codes

Register Period 4/1/2026 - 4/30/2026
Teacher Name Jessica Spiegler (Specialized Therapy Services)

TOTAL: 37.42 HRS

D - Delivered
A - Excused absence
E - Date student enrolled
N - Non-Participatory
M - IEP Meeting
P - Provider Absent
T - Absent due to participation in required state testing
X - Nonscheduled time
U - Unexcused absence
L - Last date of student's enrollment
H - School Holiday
C - Compensatory Time
S - School Closure
Y - Asynchronous

Attendance Register

Student	DOB	M/F	District of Service	School of Attendance	StudentID		W 1	T 2	F 3	M 6	T 7	W 8	T 9	F 10	M 13	T 14	W 15	T 16	F 17	M 20	T 21	W 22	T 23	F 24	M 27	T 28	W 29	T 30	Total
Zionnah Cothrine	8/6/2016	F	Pacific Coast Academy	Pacific Coast Academy	2180453	Service		D		H			H		D			D		D			D		D			D	375
						Delivery		Individual		Individual			Individual		Individual			Individual		Individual			Individual		Individual			Individual	
						Code		415		415			415		415			415		415			415		415			415	
						Minutes		30		0			0		60			30		60			30		60			30	
								U										U					D					D	
								Individual										Individual					Individual					Individual	
								415										415					415					415	
								15										15					30					15	
Ronin Crew	4/4/2016	M	Pacific Coast Academy	Pacific Coast Academy	2188941	Service				H					D					D					D				135
						Delivery				Individual					Individual					Individual					Individual				
						Code				415					415					415					415				
						Minutes				0					45					45					45				
Aramis Gillon	11/26/2009	M	Pacific Coast Academy	Pacific Coast Academy	1244416	Service					H					D					D					D			180
						Delivery					Individual					Individual					Individual					Individual			
						Code					415					415					415					415			
						Minutes					0					60					60					60			
Ana Mancillas Gallardo	2/1/2015	F	Pacific Coast Academy	Pacific Coast Academy	1976700	Service		U					H					U										120
						Delivery		Individual					Individual					Individual										
						Code		415					415					415										
						Minutes		60					0					60										
Mia Martinez	2/12/2015	F	Pacific Coast Academy	Pacific Coast Academy	1762098	Service		U					H					U										U	180
						Delivery		Individual					Individual					Individual										Individual	
						Code		415					415					415										415	
						Minutes		60					0					60										60	

Attendance Codes

Register Period 4/1/2026 - 4/30/2026
Teacher Name Jessica Spiegler (Specialized Therapy Services)

D - Delivered
A - Excused absence
E - Date student enrolled
N - Non-Participatory
M - IEP Meeting
P - Provider Absent
T - Absent due to participation in required state testing
X - Nonscheduled time
U - Unexcused absence
L - Last date of student's enrollment
H - School Holiday
C - Compensatory Time
S - School Closure
Y - Asynchronous

Attendance Register

Student	DOB	M/F	District of Service	School of Attendance	StudentID		W 1	T 2	F 3	M 6	T 7	W 8	T 9	F 10	M 13	T 14	W 15	T 16	F 17	M 20	T 21	W 22	T 23	F 24	M 27	T 28	W 29	T 30	Total
Remilia Massella	7/10/2018	F	Pacific Coast Academy	Pacific Coast Academy	2772770	Service Delivery Code Minutes				H Individual 415 0	H Individual 415 0				D Individual 415 30	D Individual 415 45				D Individual 415 60	D Individual 415 45				D Individual 415 60	D Individual 415 45			285
Declan Nanney	6/25/2019	M	Pacific Coast Academy	Pacific Coast Academy	2784376	Service Delivery Code Minutes					H Individual 415 0					A Individual 415 0					A Individual 415 0					D Individual 415 30			30
Leon Royce Quinones	1/1/2017	M	Pacific Coast Academy	Pacific Coast Academy	2369199	Service Delivery Code Minutes		U Individual 415 30			H Individual 415 0		H Individual 415 0			D Individual 415 30		D Individual 415 30			D Individual 415 30		D Individual 415 30			D Individual 415 30		D Individual 415 30	210
Thomas Ruiz	11/6/2006	M	Pacific Coast Academy	Pacific Coast Academy	629041	Service Delivery Code Minutes					H Individual 415 0					D Individual 415 60					U Individual 415 60					D Individual 415 60			120 180
Joshua Sotomayor	5/18/2019	M	Pacific Coast Academy	Pacific Coast Academy	2274565	Service Delivery Code Minutes		D Individual 415 30			H Individual 415 0		H Individual 415 0			D Individual 415 30		P Individual 415 0			D Individual 415 30		D Individual 415 60			D Individual 415 30		D Individual 415 30	210
Sydney Thape	2/29/2016	F	Pacific Coast Academy	Pacific Coast Academy	2207352	Service Delivery Code Minutes		D Individual 415 40					H Individual 415 0					D Individual 415 40					D Individual 415 40					D Individual 415 40	160

PER EMAIL: T. RUIZ 04/21/26 IS UNEXCUSED FOR 60 MINS - ANNOTATED CORRECT AMOUNTS

Hi Susan,
I was not able to change the session for T Ruiz because a new IEP has been signed and I can't access session logs from April anymore.
However, it was accurately coded as an unexcused absence. Session minutes should be 60.
I corrected S Thape. It was just a clerical error on my part logging the session code. It was an attended session, so the 40 minutes are correct. I changed the session to "delivered" and the case notes from the session are attached to the session log.
I will check my email again this evening in case there are any next steps for me.

Best,
Jessica Spiegler, M.S. CCC-SLP

Attendance Codes

Register Period 4/1/2026 - 4/30/2026
Teacher Name Jessica Spiegler (Specialized Therapy Services)

D - Delivered
A - Excused absence
E - Date student enrolled
N - Non-Participatory
M - IEP Meeting
P - Provider Absent
T - Absent due to participation in required state testing
X - Nonscheduled time
U - Unexcused absence
L - Last date of student's enrollment
H - School Holiday
C - Compensatory Time
S - School Closure
Y - Asynchronous

Attendance Register

Student	DOB	M/F	District of Service	School of Attendance	StudentID		W 1	T 2	F 3	M 6	T 7	W 8	T 9	F 10	M 13	T 14	W 15	T 16	F 17	M 20	T 21	W 22	T 23	F 24	M 27	T 28	W 29	T 30	Total
Parker Vazquez	11/22/2011	M	Pacific Coast Academy	Pacific Coast Academy	1682046	Service Delivery Code					H Individual 415					D Individual 415					D Individual 415					D Individual 415			180
						Minutes					0					60					60					60			

CERTIFICATION
TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS STATE SCHOOL REGISTER PAGE HAS BEEN KEPT AS REQUIRED BY LAW AND IN ACCORDANCE WITH THE INSTRUCTION OF THE SUPERINTENDENT OF PUBLIC INSTRUCTION.

_____ _____
Signature Date

_____ _____ _____
Supervisor signature Title Date

Attendance Codes

Register Period 4/1/2026 - 4/30/2026
Teacher Name Rachel Semaya (Specialized Therapy Services)

TOTAL: 40 HRS

D - Delivered
A - Excused absence
E - Date student enrolled
N - Non-Participatory
M - IEP Meeting
P - Provider Absent
T - Absent due to participation in required state testing
X - Nonscheduled time
U - Unexcused absence
L - Last date of student's enrollment
H - School Holiday
C - Compensatory Time
S - School Closure
Y - Asynchronous

Attendance Register

Student	DOB	M/F	District of Service	School of Attendance	StudentID		W 1	T 2	F 3	M 6	T 7	W 8	T 9	F 10	M 13	T 14	W 15	T 16	F 17	M 20	T 21	W 22	T 23	F 24	M 27	T 28	W 29	T 30	Total
Ezekiel Baltazar	2/28/2014	M	Pacific Coast Academy	Pacific Coast Academy	1682826	Service Delivery Code	D Individual 415					H Individual 415					D Individual 415					D Individual 415					D Individual 415		120
						Minutes	30					0					30					30					30		
Zoe Barranco Rendon	2/19/2020	F	Pacific Coast Academy	Pacific Coast Academy	2629572	Service Delivery Code			D Individual 415					H Individual 415					D Individual 415					D Individual 415					180
						Minutes			60					0					60					60					
Jehse Barranco Rendon	6/3/2018	M	Pacific Coast Academy	Pacific Coast Academy	2459009	Service Delivery Code			D Individual 415					H Individual 415					D Individual 415					D Individual 415					180
						Minutes			60					0					60					60					
Jett Chiu	1/24/2020	M	Pacific Coast Academy	Pacific Coast Academy	2382243	Service Delivery Code			U Individual 415					H Individual 415					D Individual 415					D Individual 415					180
						Minutes			60					0					60					60					
Josiah Garcia	9/12/2018	M	Pacific Coast Academy	Pacific Coast Academy	2113298	Service Delivery Code			U Individual 415					H Individual 415					A Individual 415					D Individual 415					120
						Minutes			60					0					0					60					
Nathan Gonzalez	1/14/2017	M	Pacific Coast Academy	Pacific Coast Academy	2379008	Service Delivery Code	D Individual 415					H Individual 415					U Individual 415					U Individual 415					U Individual 415		240
						Minutes	60					0					60					60					60		

Attendance Codes

Register Period 4/1/2026 - 4/30/2026
Teacher Name Rachel Semaya (Specialized Therapy Services)

D - Delivered
A - Excused absence
E - Date student enrolled
N - Non-Participatory
M - IEP Meeting
P - Provider Absent
T - Absent due to participation in required state testing
X - Nonscheduled time
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Attendance Register

Student	DOB	M/F	District of Service	School of Attendance	StudentID		W 1	T 2	F 3	M 6	T 7	W 8	T 9	F 10	M 13	T 14	W 15	T 16	F 17	M 20	T 21	W 22	T 23	F 24	M 27	T 28	W 29	T 30	Total
Isaac Grunes	3/15/2017	M	Pacific Coast Academy	Pacific Coast Academy	2469760	Service Delivery Code Minutes				H Individual 415 0					D Individual 415 45					D Individual 415 45					P Individual 415 0				90
Broderick Harrell	2/25/2015	M	Pacific Coast Academy	Pacific Coast Academy	1979446	Service Delivery Code Minutes	D Individual 415 60					H Individual 415 0					D Individual 415 60					D Individual 415 60					D Individual 415 60		240
Solomon Liedle	5/21/2015	M	Pacific Coast Academy	Pacific Coast Academy	2107059	Service Delivery Code Minutes													D Group 415 60					D Group 415 60					120
Madaya Martinez	1/11/2020	F	Pacific Coast Academy	Pacific Coast Academy	2502025	Service Delivery Code Minutes	D Individual 415 30			H Individual 415 0		H Individual 415 0			U Individual 415 45		D Individual 415 30			D Individual 415 30		D Individual 415 30			D Individual 415 30		D Individual 415 30		225
Zinnia Novelo Nunez	4/17/2019	F	Pacific Coast Academy	Pacific Coast Academy	2269509	Service Delivery Code Minutes	U Individual 415 30		D Individual 415 30			H Individual 415 0		H Individual 415 0			U Individual 415 30		D Individual 415 60			D Individual 415 30		D Individual 415 30			U Individual 415 30		240
Ross Osborne	5/10/2011	M	Pacific Coast Academy	Pacific Coast Academy	1577652	Service Delivery Code Minutes	D Individual 415 45					H Individual 415 0					D Individual 415 60					D Individual 415 60					D Individual 415 60		225

Attendance Codes

Register Period 4/1/2026 - 4/30/2026
Teacher Name Rachel Semaya (Specialized Therapy Services)

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Attendance Register

Student	DOB	M/F	District of Service	School of Attendance	StudentID		W 1	T 2	F 3	M 6	T 7	W 8	T 9	F 10	M 13	T 14	W 15	T 16	F 17	M 20	T 21	W 22	T 23	F 24	M 27	T 28	W 29	T 30	Total
Jaime Jeshua Ramirez	12/29/2016	M	Pacific Coast Academy	Pacific Coast Academy	2412657	Service Delivery Code Minutes			D Individual 415 30					H Individual 415 0															30
Shiloh Tenery	1/15/2012	F	Pacific Coast Academy	Pacific Coast Academy	2133143	Service Delivery Code Minutes				H Individual 415 0					D Individual 415 60					D Individual 415 60					D Individual 415 60				180
Lucas Tigh	2/29/2020	M	Pacific Coast Academy	Pacific Coast Academy	2406328	Service Delivery Code Minutes	U Individual 415 30			H Individual 415 0		H Individual 415 0			D Individual 415 30		U Individual 415 30			D Individual 415 30		U Individual 415 30			D Individual 415 30		D Individual 415 30		210
Neziah Watson	4/4/2016	M	Pacific Coast Academy	Pacific Coast Academy	2180456	Service Delivery Code Minutes				H Individual 415 0					U Individual 415 60					U Individual 415 60					D Individual 415 60				180

CERTIFICATION

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS STATE SCHOOL REGISTER PAGE HAS BEEN KEPT AS REQUIRED BY LAW AND IN ACCORDANCE WITH THE INSTRUCTION OF THE SUPERINTENDENT OF PUBLIC INSTRUCTION.

_____ _____

Signature Date

_____ _____ _____

Supervisor signature Title Date

INVOICE

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

accounting@pacificcoastacademy.org
+1 (619) 749-1928
https://pacificcoastacademy.org/

Bill to
Dehesa School District
4612 Dehesa Rd.
El Cajon, CA 92019

Ship to
Dehesa School District
4612 Dehesa Rd.
El Cajon, CA 92019

Invoice details
Invoice no.: DSD-SHI190826PCA
Terms: Net 30
Invoice date: 08/21/2026
Due date: 09/20/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	08/13/2026	**SHI International Corp.**	SHI International Corp. B21560640 - Chrome OS, Management Console - License - Multiple platforms English ESD Software; Contract number: 3-23-04-1003 Agreement No.: Dehesasd.net Agreement Name: Socal Scholars Academy; Enrollment No.: andrew.taylor@pacificcoastacademy.org; Enrollment Name: Socal Scholars Academy; Country of Usage: USA; Maintenance From date: 8/11/2026; Maintenance: 8/10/2027; EDI Line number: 3.00	1	$10,850.00	$10,850.00
2.	08/19/2026	**SHI International Corp.**	SHI International Corp. - INV B21584702 - ASUS Chromebook CR11 CR1104CTA-YZ84 - 11.6 - Intel N-series; Hardware Hardware-Contract number: 3-23-04-1003 EDI Line number: 1.00	1	$150,111.50	$150,111.50
3.	08/19/2026	**SHI International Corp.**	SHI International Corp. - Recycling Fees	1	$1,400.00	$1,400.00
4.	08/30/2026	**SHI International Corp.**	SHI International Corp. - B21625619 - ASUS Warranty Extension Package extended service agreement - Hardware Wrnty/Srvce Service - Contract number: 3-23-04-1003 Maintenance From date:8/11/2026; Maintenance To date: 8/10/2029 EDI Line number: 2.00	1	$26,232.50	$26,232.50

Ways to pay

BANK

Subtotal	$188,594.00
Sales tax	$11,633.64
Total	**$200,227.64**

Note to customer

PLEASE MAKE CHECKS PAYABLE TO: Pacific Coast Academy

Should you have any questions or concerns regarding this invoice, please contact us!

accounting@pacificcoastacademy.org
(619) 749-1974 ext 1068

View and pay

Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121

Invoice No. B21560640

PCA

Invoice date	8/13/2026
Customer Acc. No.	1126488
Sales order	S63319883

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

0000-1110-0000-4305

Bill To
Pacific Coast Academy
13915 Danielson Street
Suite 103
Poway, CA 92064
USA

Ship To
Pacific Coast Academy - Tech Department
13915 Danielson St.
Suite 100
Poway, CA 92064
USA
SCSA080726PCA/Andy Taylor

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
8/13/2026	Edu - Pacific (N. Voelker) CR3	SCSA080726PCA	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
39845975 CROSSWDISEDUNEW ESD Google	Chrome OS Management Console - License - academic Multiple platforms English ESD Software Contract number: 3-23-04-1003 Agreement No.: Dehesasd.net Agreement Name: Socal Scholars Academy Enrollment No.: andrew.taylor@pacificcoastacademy.org Enrollment Name: Socal Scholars Academy Country of Usage: USA Maintenance From date: 8/11/2026 Maintenance To date: 8/10/2027 EDI Line number: 3.00	350	350	31.00	10,850.00

Quote: 27830259

G.V.

APPROVED
By Gloria Vazquez at 9:58 am, Aug 20, 2026

Sales Balance	10,850.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	**10,850.00**
Currency	**USD**

We report to dun & bradstreet to better serve the credit community www.dnb.com

SHI

Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121

Invoice No. B21584702

PCA

Invoice date	8/19/2026
Customer Acc. No.	1126488
Sales order	S63319883

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

0000-1110-0000-4400

Bill To
Pacific Coast Academy
13915 Danielson Street
Suite 103
Poway, CA 92064
USA

Ship To
Pacific Coast Academy - Tech Department
13915 Danielson St.
Suite 100
Poway, CA 92064
USA
SCSA080726PCA/Andy Taylor

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
8/19/2026	Edu - Pacific (N. Voelker) CR3	SCSA080726PCA	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
49686490 CR1104CTA-YZ84 Hardware ASUS	ASUS Chromebook CR11 CR1104CTA-YZ84 - 11.6 - Intel N-series Hardware Hardware Contract number: 3-23-04-1003 EDI Line number: 1.00	350	350	428.89	150,111.50

Quote: 27830259

G.V.

APPROVED
By Gloria Vazquez at 1:31 pm, Aug 21, 2026

Sales Balance	150,111.50
Freight	0.00
Recycling Fee	1,400.00
Sales Tax	11,633.64
Total	**163,145.14**
Currency	**USD**

We report to dun & bradstreet to better serve the credit community www.dnb.com

Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121

Invoice No. B21625619

Invoice date	8/30/2026
Customer Acc. No.	1126488
Sales order	S63319883

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

0000-1110-0000-4400
SCSA

Bill To
Pacific Coast Academy
13915 Danielson Street
Suite 103
Poway, CA 92064
USA

Ship To
Pacific Coast Academy - Tech Department
13915 Danielson St.
Suite 100
Poway, CA 92064
USA
SCSA080726PCA/Andy Taylor

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
8/30/2026	Edu - Pacific (N. Voelker) CR3	SCSA080726PCA	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
35927592 ACX15-009410NX Hardware Wrnty/Srvce ASUS	ASUS Warranty Extension Package extended service agreement - Hardware Wrnty/Srvce Service Contract number: 3-23-04-1003 Maintenance From date: 8/11/2026 Maintenance To date: 8/10/2029 EDI Line number: 2.00	350	350	74.95	26,232.50

Quote: 27830259

G.V.

APPROVED
By Gloria Vazquez at 9:48 am, Sep 03, 2026

Sales Balance	26,232.50
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	**26,232.50**
Currency	**USD**

We report to dun & bradstreet to better serve the credit community www.dnb.com

WARRANTY EXTENSION PROGRAM (WEP)

Dear Valued ASUS Customer,

Congratulations on your purchase of an ASUS Warranty Extension Program! Please keep this document safe in order to provide proof of coverage in the event you need to contact ASUS for service.

Coverage Details

System Purchase Date:	2026/8/11
WEP Term End Date:	2029/8/10
WEP Part Number:	ACX15-009410NX
WEP Service Included:	3 Year North America Warranty 3 Year North America Accidental Damage Protection (ADP)

ASUS General Limited Hardware Warranty Terms:

Please refer to your specific ASUS product Warranty Card included in your products packaging with regards to the local Standard ASUS Warranty Terms.

Warranty Extension Program Service Policy:

Thank You for purchasing this ASUS Service Package.
1. ASUS Standard Warranty must be purchased and activated within the warranty period of your ASUS products.
2. ASUS other services (Local Accidental Damage Protection/ Battery Service Package/ Hard Disk Drive Retention/ On-Site Service) must be purchased and activated within 180 days of your ASUS product invoice date.
3. Only Notebook/ Commercial Notebook/ Gaming Notebook can be purchased for extended warranty within the machine warranty period, and the total warranty is limited to a maximum of three years.
This Service Package must be activated before you can obtain support under this Service Package; this Service Package will expire if not registered with the specified period.
The Warranty Extension Service can only be purchased in the country where you originally bought your brand-new ASUS product from an authorized ASUS dealer or distributor. The registration window after purchasing is six months from your invoice date. You are required to keep both (i.) the proof of purchase of the product and (ii.) the proof of purchase of the Warranty Extension Program for reference if future service requests are required. The Warranty Extension Program and services offered only applies to the ASUS products' original hardware, excluding software, battery, any external devices, accessories, and any parts not factory installed by ASUS. The Warranty Extension Service does not provide global support. Service is provided following your local standard service policy for the United States and Canada. Only one (1) Warranty Extension Package can be applied for one (1) product. Once your purchased Warranty Extension Program product has been activated by ASUS and you have received this warranty term document there shall be **NO REFUNDS, CREDIT, EXCHANGES, and/or DOWNGRADES offered under any circumstances for each ASUS serialized product purchased and the corresponding Warranty Extension Program product activated** except where legally required by applicable local laws**.**

Accidental Damage Protection Terms:

ASUS Accidental Damage Protection (ADP) covers electrical surges, drops, and liquid spills. This coverage applies only if ADP is listed under **Coverage Details** section above. Scenarios not covered by the ADP terms include (but are not limited to): scratches and dents, incorrect or inadequate customer installation, lost or stolen products, intentional damage, recovery or transfer of stored data to the product, requests for miscellaneous cables or accessories, and damages caused by acts of God or nature. Filing a claim depends on prior validation and approval by ASUS. Only one (1) ADP claim may be filed per year commencing on the purchase date of your product with Warranty Extension Program package, though ASUS may allow use of future year's ADP claims within the same year (e.g.: ADP purchased through WEP for three (3) years, customer can use all three (3) claims in first, second, or third year if no previous ADP claims exist for device).

Shipping: Unless the term "PUR" is stated on the **Coverage Details** section above, you are responsible to pay for one-way shipping to a designated ASUS Repair facility. ASUS will cover the costs of returning the unit to your originating address within the United States and Canada only.

Software Support:

Any software (if applicable) delivered with the Product is provided "as-is" ASUS does not guarantee uninterrupted or error-free operation of any software provided with the Product. If you have any software related technical problems when using your ASUS Product, we suggest you check the User's manual or ASUS support web site to carry out preliminary trouble shooting.

Property:

During the Local Limited Warranty Period as stated above, ASUS will, at its sole discretion, repair or replace any valid defective component. All spare parts or modules removed under this local limited warranty period become the property of ASUS. The terms and conditions of this Local Limited Warranty constitute the complete and exclusive warranty agreement between you and ASUS for the product and supersede any prior agreement or representations made in any ASUS sales document, literature or advice that may be provided to the customer by any ASUS representative in connection with the customer's purchase of the product. No change to the conditions of this Local Limited Warranty is valid unless it is made in writing and signed by an authorized ASUS representative.

Limitations of Liability:

If the product fails during normal and proper use within the warranty period, ASUS will, at its discretion, repair or replace the defective parts within the product, or the product itself, with items that are functionally equivalent to that as originally supplied, or better, during the warranty period defined for the model, using new or refurbished parts or units. If the product is under warranty, the ownership of the replaced defective parts will automatically be transferred to ASUS. All components repaired or replaced by ASUS Service Centers will be under warranty for the remaining period of your warranty. ASUS will recover the originally configured operating system bundled with the product if the Hard Drive is to be replaced. ASUS will not be liable to restore or transfer the user's data or programs from the original Hard Disk.

THIS LOCAL LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND ASUS SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ASUS' SOLE LIABILITY SHALL BE REPAIR OR REPLACEMENT. ASUS' MAXIMUM LIABILITY UNDER THIS LOCAL LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION UNDER NORMAL USE. ALL ASUS WARRANTY TERMS AND AGREEMENTS ARE NON-TRANSFERABLE AND ONLY APPLY TO THE ORIGINAL UNIT AND ORIGINAL PURCHASER. ASUS IS NOT LIABLE FOR A CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

Exclusions from your ASUS General Limited Hardware Warranty and this Warranty Extension Program Service:

ASUS does not warrant uninterrupted or error-free operation of your product. Any technical or other support provided for the product under warranty, such as assistance via telephone with "how-to" questions and those regarding product setup and information will be provided without warranties of any kind. The warranty only covers failures or malfunctions that occur during the warranty period and under normal use conditions as well as any material or workmanship defect outlined in your product user manual, original warranty card, and this document.

Furthermore, the warranty will not apply to or be valid under conditions including but not limited to the following:

a) The serial number of the ASUS product, components or accessories has been altered, cancelled, removed, or otherwise not valid as identified by ASUS;
b) Damage caused by non-authorized personnel;
c) There is damage caused by natural disaster, intentional or unintentional misuse, abuse, neglect, acts of war, improper maintenance, or use under abnormal conditions;
d) There is damage caused by accidental drops, spills, fire, or power surges.
e) There is damage from improper installation, improper connection, or use of parts and/or components not manufactured or sold by ASUS;
f) There is damage from use outside of the operation or storage parameters or environment detailed in the User's Manual or reasonably acceptable for similar product usage models deemed industry standard best practices;
g) There is damage to or loss of any program, data or removable storage media, or if there are costs from recovering any program or data;
h) There is damage from third party software or from virus(es);
i) There is software loss or data loss that may occur during repair or replacement.
j) Support and costs involved to install or configure the product for any third party software application or hardware device, or network/wireless configuration.
k) Due to technology limitations, some devices (e.g. DVD ROM and software player may not play certain titles if applicable to your product) may be limited or not compatible with the ASUS product. These limitations are common to defined standards within the hardware industry and are not specific to your ASUS product.
l) You have failed to follow all return materials authorization ("RMA") instructions provided to you by ASUS.

If General Limited Hardware Warranty Service or Warranty Extension Program Service is required:

Contacting ASUS regarding your ASUS General Limited Hardware Warranty or Warranty Extension Program during the valid warranty period does not automatically mean that your product will be repaired free of charge. Upon receiving your product, ASUS reserves the right to check the validity of your warranty and the validity of your request for warranty service. Neither ASUS, ASUS' Authorized Service Providers, ASUS Repair Centers, ASUS Authorized Repair technicians nor your reseller are responsible for, and disclaim all liability in regard to, any confidential, proprietary or personal information, whether belonging to you or a third party, contained in the product. You must remove all such information from the product prior to returning your product to ASUS. ASUS, ASUS' Authorized Service Providers, ASUS Repair Centers, or ASUS Authorized Repair technicians are not responsible for damage or loss of any personal data, programs, or removable storage media. ASUS is not responsible for the restoration or reinstallation of any data or programs other than software installed by ASUS when the product was manufactured. Do not return any product to ASUS without first obtaining an RMA number from ASUS.

ASUS Support Contact Information:

Before Contacting ASUS please:

- Back up all your personal data and remove any confidential, proprietary information on the hard drive. ASUS will not be responsible for any loss of your own programs, data or information as indicated above.
- Retrieve the following information from your ASUS product: operating system version, BIOS version, and notify if you have made any recent hardware or software changes.
- Ensure you have the following information readily available: your ASUS product's model name, serial number, sales invoice/receipt with date of purchase and warranty card. You will be required to provide proof of purchase before any warranty service shall be offered or is scheduled to be performed.

Support Website:		**http://www.commercialsupport.asus.com/**
B2B Support	USA Support	1-888-678-3688 (Available M – F, 5:00AM – 6:00PM PST)*
	Canada Support	1-844-810-5406 (Available M – F, 9:00AM – 6:00PM EST)*

** = Support Contacts closed in observance of major North American holidays and subject to change at any time without prior notification.*

WARRANTY EXTENSION PROGRAM (WEP)

Customer Information	
Customer PO#	**2852991L**
Customer Name	**Andy Taylor**
Organization (if applicable)	
Email Address:	**andrew.taylor@pacificcoastacademy.org**

Covered Devices

No.	Unit Serial Number	WEP Contract Code	WEP Password
1	W3NXSK03H067144	XYWQNXLADPBATT3YRTHPQNWWC	4K3WF6KGYX
2	W3NXSK03H068148	XZFXNXLADPBATT3YRELKDPRCK	8U0NQ3P7LM
3	W3NXSK03H069143	CHQZNXLADPBATT3YRWRPDXQLN	EN9LQWEUHH
4	W3NXSK03H07414E	CQJTNXLADPBATT3YRFNNHZSMT	HREJROMF0E
5	W3NXSK03H07514C	CXHTNXLADPBATT3YRASTMRJQX	J0MNC5S67M
6	W3NXSK03H077142	DHCLNXLADPBATT3YRQWLJZKSD	KZKPZJXJGB
7	W3NXSK03H07814B	EHRQNXLADPBATT3YRWQFBPNQP	KL7KWX4EHS
8	W3NXSK03H08014C	EJDLNXLADPBATT3YRAJRKSKLT	M8JY0SBFXT
9	W3NXSK03H08614C	EQHQNXLADPBATT3YRKWADXART	5TTAXDRE0S
10	W3NXSK03H093148	EQKWNXLADPBATT3YRBJQGQGXL	CVNBK5ZETA
11	W3NXSK03H095148	EXNWNXLADPBATT3YRWQKJJXAA	CNUX0J1LDB
12	W3NXSK03H09814B	FHLANXLADPBATT3YRHQDHAXKZ	MTTFS9FKDJ
13	W3NXSK03H101149	FPDXNXLADPBATT3YRLJKGZPZP	GBUW3FTEQB
14	W3NXSK03H10314F	FPWNNXLADPBATT3YRLDGFQWQK	0FW6NAA7EE
15	W3NXSK03H104141	FQFCNXLADPBATT3YRQTQWMZXA	QD2HHSZQFP
16	W3NXSK03H10614F	FYHYNXLADPBATT3YRMELLZRLG	JMBYH9VDEI
17	W3NXSK03H10914A	GGQTNXLADPBATT3YRDCPHXJQR	XUKRIL0BQP
18	W3NXSK03H113140	GHQQNXLADPBATT3YRDHCQWNQG	ADA3DWQYXF
19	W3NXSK03H12514E	GLGCNXLADPBATT3YRWGPKATQK	BZ07GKQG3Q
20	W3NXSK03H126146	GLMLNXLADPBATT3YRECPAXGHX	ZRURWJMT2X
21	W3NXSK03H128144	GNDMNXLADPBATT3YRWEKQPNMR	SIO7ZQ2HHE
22	W3NXSK03H13514C	GSKYNXLADPBATT3YRGKKLCMQC	6ZSR7AFOR5
23	W3NXSK03H144148	GXSXNXLADPBATT3YRQJPQTXHD	K0VXPBAJET
24	W3NXSK03H14814A	HGBQNXLADPBATT3YRWPFTBNNH	C5YHOPNNYE
25	W3NXSK03H149147	HGCWNXLADPBATT3YRWQKDCPTG	OGZB72AL2X
26	W3NXSK03H151147	HGFNNXLADPBATT3YRWFKRWKKN	UCYF3DRXDI
27	W3NXSK03H154143	HKSSNXLADPBATT3YRFGFDPKGZ	5WXWEF2WQU
28	W3NXSK03H156142	HRQPNXLADPBATT3YRGRHKQEZK	9E7UQGZGAR
29	W3NXSK03H160148	HSPBNXLADPBATT3YRPKMSRKWK	WBU7YYE7BX
30	W3NXSK03H163148	HTPQNXLADPBATT3YRGDKSXMDX	45YKCHRBYK
31	W3NXSK03H167147	HXWWNXLADPBATT3YRKGWDBLQW	R5RKYXUVPJ
32	W3NXSK03H168147	JAJWNXLADPBATT3YRCDKCLWXJ	PABD2HYETS
33	W3NXSK03H174142	JGMMNXLADPBATT3YRPAKNNRMR	S01B3NWBNZ
34	W3NXSK03H17614C	JJTZNXLADPBATT3YRQQDJXCCX	GN4N6R2GWO
35	W3NXSK03H180148	JKBSNXLADPBATT3YRCRQSNPNE	JMYSMDXEKA
36	W3NXSK03H18114B	JKSZNXLADPBATT3YRSQRTXXTQ	80XJWAMZNU
37	W3NXSK03H18214A	JKWBNXLADPBATT3YRQSCQWQCP	DRUYEHHNBE
38	W3NXSK03H18414G	JNRNNXLADPBATT3YRLQSDRKHL	C05THZCLF9
39	W3NXSK03H186147	JPSSNXLADPBATT3YRGWKCWKTX	KHL3YERZKN
40	W3NXSK03H187148	JRARNXLADPBATT3YRNKKFRXHL	Q7ATLKXUAL
41	W3NXSK03H188143	JTWQNXLADPBATT3YRRGCTKXNF	TM7RJYK4YK
42	W3NXSK03H19214G	JYPLNXLADPBATT3YRFAWJQCPK	JR9E3JYRAJ
43	W3NXSK03H197143	KAWXNXLADPBATT3YRBBSLSSMZ	RJQWPTAMHA
44	W3NXSK03H19814B	KGEMNXLADPBATT3YRHHQCJHQP	NDABHASVEM
45	W3NXSK03H205149	KHKMNXLADPBATT3YRNTQEATPX	BYGBWFDHQP
46	W3NXSK03H206144	KJQKNXLADPBATT3YRLSTGLAQW	BJC9GCAVCA
47	W3NXSK03H207145	KKEWNXLADPBATT3YRQKWSBZXT	TP9FLLFKR2
48	W3NXSK03H20914A	KLAWNXLADPBATT3YRNRNQLERX	H1PZCWSLLA
49	W3NXSK03H213146	KLSWNXLADPBATT3YRCKKQKCPN	NBY1LHCAMU
50	W3NXSK03H214147	KNQQNXLADPBATT3YRKSHARXQQ	3TJ7ERBU9C
51	W3NXSK03H216148	KPPMNXLADPBATT3YRJKHAKMSL	ZOYIHGZGLJ
52	W3NXSK03H22314D	KPQZNXLADPBATT3YRWNQPQDXJ	QU9FZPYASA
53	W3NXSK03H224143	KPWXNXLADPBATT3YRDSGGWWMK	GAR849U19F
54	W3NXSK03H225149	KTRNNXLADPBATT3YRBKMFCJZJ	D4PWHLLJAQ
55	W3NXSK03H226142	KTSANXLADPBATT3YRDRDETRSQ	AMB9889JUJ
56	W3NXSK03H23614F	KWBQNXLADPBATT3YRCKFWZNWQ	XKJE7WEAHO
57	W3NXSK03H23914H	KWPMNXLADPBATT3YRDCKJBTPK	XPTMLFGZUL
58	W3NXSK03H24414E	KYHWNXLADPBATT3YREGLWSHRA	QQSX0ZZJQG
59	W3NXSK03H245148	KZMPNXLADPBATT3YRSQQQLTQF	P9EJTNUQZU

WARRANTY EXTENSION PROGRAM (WEP)

60	W3NXSK03H24914D	LAQQNXLADPBATT3YRKPPEAYPS	HGRXH91MJY
61	W3NXSK03H253140	LHTXNXLADPBATT3YRLARACEQN	ZP1HIXE2JK
62	W3NXSK03H25414A	LJQYNXLADPBATT3YRKKHRAMXB	IA2ROXFCUU
63	W3NXSK03H255142	LKGYNXLADPBATT3YRWFDWXPGK	DUPUYPQ5FV
64	W3NXSK03H259149	LPLNNXLADPBATT3YRQMFWXTQM	YPLW632UCE
65	W3NXSK03H264147	LSRPNXLADPBATT3YRKWEQAKGM	SAQGWUEUNU
66	W3NXSK03H265147	LXRQNXLADPBATT3YRCRFDSBRW	J3YOSR8WAG
67	W3NXSK03H272149	MSSWNXLADPBATT3YRSBQKSWQL	JBQXCSYWF1
68	W3NXSK03H28614D	MWLWNXLADPBATT3YRMGEWJKEK	AJJ2RJVE09
69	W3NXSK03H30714C	MWTSNXLADPBATT3YRFQCJZQCW	NOML83E8OJ
70	W3NXSK03H311144	MXQWNXLADPBATT3YRJSBCZLKW	PPRSHCBD3Q
71	W3NXSK03H328144	NAJQNXLADPBATT3YRGCLFDNQK	SQGS6WJL20
72	W3NXSK03H33014B	NMQWNXLADPBATT3YRSKHGLQHK	QWSKED2WA5
73	W3NXSK03H33314B	NNKRNXLADPBATT3YRMQHLWQJM	YG4PSC4X5G
74	W3NXSK03H34314B	NRNZNXLADPBATT3YRHLEPMQXP	B7TFPDS4DK
75	W3NXSK03H34414A	PHAPNXLADPBATT3YRQEMNSWXP	MPEUZY4SDA
76	W3NXSK03H345144	PKCXNXLADPBATT3YRDELDMTQN	O2D3ACVI77
77	W3NXSK03H373140	PNSCNXLADPBATT3YRGFHRBEXX	HQUTLRXYEN
78	W3NXSK03H378147	PPPJNXLADPBATT3YRQCHALYML	1TQNHDBWEC
79	W3NXSK03H38414F	PWTPNXLADPBATT3YREQQWDQYX	MRGFAYZ5W2
80	W3NXSK03H386141	QHQWNXLADPBATT3YRGHGTYPCG	UKYDERQLXH
81	W3NXSK03H399144	QKPKNXLADPBATT3YRCCMEWXZX	1ZZAPZPKWE
82	W3NXSK03H40514D	QLKKNXLADPBATT3YRKKRDZWDJ	4YLB3DYMI5
83	W3NXSK03H416140	QMGRNXLADPBATT3YRHWWKCHNL	8CQR25FCSM
84	W3NXSK03H417142	QMKYNXLADPBATT3YRRWJARFJQ	BQTXWTRLTR
85	W3NXSK03H421143	QNHANXLADPBATT3YRGHCTZPCN	M4J0WQ2BZM
86	W3NXSK03H42214E	QQHSNXLADPBATT3YRFBNECTQJ	BL3LHOXFIL
87	W3NXSK03H42614C	QQLZNXLADPBATT3YRPNPJMMLK	TQT1FVM5P6
88	W3NXSK03H427146	QQQKNXLADPBATT3YRTQKJXQLS	RCK2CXDAXR
89	W3NXSK03H42914G	QTWXNXLADPBATT3YRKDNQRZRC	AC76UHG91K
90	W3NXSK03H43214C	QWERNXLADPBATT3YRTPQMBQRJ	WBZQNIM1UU
91	W3NXSK03H442149	QWFWNXLADPBATT3YRPKRSXCPJ	3B0PWDJF7C
92	W3NXSK03H44414B	QXNXNXLADPBATT3YRQDMTNKLN	M0FZBDNPFU
93	W3NXSK03H446148	QXWRNXLADPBATT3YRARQNYSNR	2MHQSYABYY
94	W3NXSK03H461146	QYQXNXLADPBATT3YRKFGKTKSJ	1FWKK1QRLL
95	W3NXSK03H497144	RHSWNXLADPBATT3YRTKFQRFFK	PMCDU87ZTW
96	W3NXSK03H50014H	RJHPNXLADPBATT3YRPJGEZEQA	DHCOJIT0UP
97	W3NXSK03H506142	RKCQNXLADPBATT3YRPDJKRTYX	KPR3BLFQGF
98	W3NXSK03H50914A	RMTMNXLADPBATT3YRWKHFPYYL	S4CFC7YPHN
99	W3NXSK03H52314B	SAHXNXLADPBATT3YRSKEHLMWX	XW8JPHRK42
100	W3NXSK03H526148	SGDMNXLADPBATT3YRFKKEJQDN	OJNBY1CBWL
101	W3NXSK03H531148	SMBNNXLADPBATT3YRCKBQMKSR	YNHHUPYR7D
102	W3NXSK03H53914D	SPPYNXLADPBATT3YRPQNPDNES	RFWBP36JSZ
103	W3NXSK03H549147	SXJPNXLADPBATT3YRAFLCKFSQ	NKDWTGD6UG
104	W3NXSK03H553142	TGQYNXLADPBATT3YRNDQPNZWG	61ELZMMLEU
105	W3NXSK03H557142	TJFYNXLADPBATT3YRENQNDRXW	S3E692C5MG
106	W3NXSK03H57014G	TLJWNXLADPBATT3YRRMMHBSSX	XCDJ3M3EYU
107	W3NXSK03H58314D	TXNNNXLADPBATT3YRQAQLPFQR	1EJFICZ145
108	W3NXSK03H60014H	TZKCNXLADPBATT3YRTDPFLNKC	6EINONLCST
109	W3NXSK03H602143	WAMXNXLADPBATT3YRDHCACQSK	Y485DNEQK8
110	W3NXSK03H60314B	WAQPNXLADPBATT3YRECQKQXCB	GSXPGX5J78
111	W3NXSK03H60514C	WGQRNXLADPBATT3YRCGGKBMPL	OTNQB1OWVG
112	W3NXSK03H65414A	WHKKNXLADPBATT3YRJFKDWQRQ	S78DWXUSJA
113	W3NXSK03H656143	WNMRNXLADPBATT3YRHPANKTQD	N4K6TKZXR0
114	W3NXSK03H66314D	WPATNXLADPBATT3YRJQGQZXGM	MS12JK1M3F
115	W3NXSK03H678143	WQMQNXLADPBATT3YRLGEQBJEH	0RT4AUIQD6
116	W3NXSK03H683144	WSKTNXLADPBATT3YRSQFQRRQQ	JNRYLRCE8J
117	W3NXSK03H68514C	WYAKNXLADPBATT3YRLBHGMQCF	XJBG4UMIB7
118	W3NXSK03H687148	WYKRNXLADPBATT3YRFQCGPECX	0ZK7LCNWGO
119	W3NXSK03H690141	WZKKNXLADPBATT3YRKADQAGSK	HD2ASATXP7
120	W3NXSK03H693144	XRAPNXLADPBATT3YRLMGQJMTA	58MLBGR4AS
121	W3NXSK03H69414D	XTMSNXLADPBATT3YRJBBRAWRY	UUQBPTFBPT
122	W3NXSK03H69514A	XWQTNXLADPBATT3YRERWNQKWN	6MCSFFAN3O
123	W3NXSK03H697147	XXQTNXLADPBATT3YRDGCCQKNS	X6OZT1KJGH
124	W3NXSK03H71614B	CJWWNXLADPBATT3YRPTGAKJXG	FXGQHNNRCH
125	W3NXSK03H71814D	CQRYNXLADPBATT3YRQRQCCJWP	JUBLME1CSR
126	W3NXSK03H72914A	CRKXNXLADPBATT3YRSKPQSQKH	5CDVMKHJWD
127	W3NXSK03H732149	CXWRNXLADPBATT3YRQBESWMSM	FGFWQH51U1
128	W3NXSK03H735149	CYACNXLADPBATT3YRKNWCRJEX	5HJU5A1LYJ
129	W3NXSK03H74014C	DJKWNXLADPBATT3YRQDDQQSJE	XKR5HBQZSE
130	W3NXSK03H74314D	DKKXNXLADPBATT3YRLHFARXZK	0WL8U5T4UB

WARRANTY EXTENSION PROGRAM (WEP)

131	W3NXSK03H744148	DQKMNXLADPBATT3YRDASBAWXD	FERBYAGLCG
132	W3NXSK03H750147	DSAQNXLADPBATT3YRTJSMXKWR	NB8MNICLVQ
133	W3NXSK03H75214G	DWGANXLADPBATT3YRSRJKNLGP	ENLNEP8F0D
134	W3NXSK03H753149	DWGCNXLADPBATT3YRCKRPBPND	RQRMY8QK9F
135	W3NXSK03H76214A	DXCNNXLADPBATT3YRNNLWTQWR	MCWMQ8QVXD
136	W3NXSK03H76314G	DYLKNXLADPBATT3YRHSHWJBQR	1RTUONFC0A
137	W3NXSK03H77614A	EAPKNXLADPBATT3YRCGLJNEMB	FD2X1NT2K8
138	W3NXSK03H77714A	EHMTNXLADPBATT3YRDKAALLEL	JKTNX4JF4S
139	W3NXSK03H780149	FKPLNXLADPBATT3YRCAWRCLQN	08NECBD0A6
140	W3NXSK03H787144	FKPXNXLADPBATT3YRSRCQNHQZ	DFFBYJ7KE4
141	W3NXSK03H788148	FQBWNXLADPBATT3YRJRMFQMKJ	8CKJXYUVJQ
142	W3NXSK03H795147	FQNNNXLADPBATT3YRPKQBKKWQ	LSP6YRIR7Z
143	W3NXSK03H79614D	FQQKNXLADPBATT3YRAQJKXKGB	EVP4QSKRBP
144	W3NXSK03H805145	FQSCNXLADPBATT3YRABKFZHZT	MM85R0FEUX
145	W3NXSK03H806144	FQWCNXLADPBATT3YRTKKPMTCM	DBWA64QYNP
146	W3NXSK03H80914C	FTJBNXLADPBATT3YRDCCEPHXB	ZOLJ1F1BJF
147	W3NXSK03H81014G	FXFBNXLADPBATT3YRCSKKKMML	H9JYYXFJPZ
148	W3NXSK03H820146	GAQXNXLADPBATT3YRQGNGKKBN	PDNK77SZUI
149	W3NXSK03H82114F	GHKKNXLADPBATT3YRLSCLYQXG	KGXAMB81YV
150	W3NXSK03H825143	GKRANXLADPBATT3YRLEEDZSST	PTQBICBCNS
151	W3NXSK03H82614C	GTETNXLADPBATT3YRAKEFYPQF	32TQHPOKYQ
152	W3NXSK03H82714C	GWDXNXLADPBATT3YRQPJNBXEW	4PSV6DDH7N
153	W3NXSK03H82814B	GWKLNXLADPBATT3YRKQQANQBS	0FZGR63ZYH
154	W3NXSK03H830146	GXLWNXLADPBATT3YRPMRRWAKL	ZH1K8DRNBH
155	W3NXSK03H831145	HLKJNXLADPBATT3YRCQMWBPSQ	XWBFLGNMHP
156	W3NXSK03H834144	HQDMNXLADPBATT3YRGQKSRKPR	ZU0BUTDLZX
157	W3NXSK03H835143	HTKPNXLADPBATT3YRSGCSYNRW	CGFTBWXL79
158	W3NXSK03H84314D	HXQXNXLADPBATT3YRSQDQKKXL	BBBZRKYPNK
159	W3NXSK03H84414D	JJSTNXLADPBATT3YRDEFWPMTR	UVSTRJQYHQ
160	W3NXSK03H84614B	JLKWNXLADPBATT3YRQALDKFMM	RHAPUZK35U
161	W3NXSK03H84714B	JMPXNXLADPBATT3YRJQBHJLQQ	ILAJH9ZK8M
162	W3NXSK03H849149	JPHQNXLADPBATT3YRECQLRBBK	ZN724SGSGW
163	W3NXSK03H85914H	JQBLNXLADPBATT3YRBLQEKWSN	FM6WNWKDCE
164	W3NXSK03H864142	JQEQNXLADPBATT3YRRQQPKTWT	YPUUOJITSZ
165	W3NXSK03H86514B	JQKPNXLADPBATT3YRPQQLBWSH	CZ61GQUX0B
166	W3NXSK03H868147	JWHCNXLADPBATT3YRBJGASYXT	CH2JNFZR92
167	W3NXSK03H87114D	KAFRNXLADPBATT3YRTTQWLCKP	3ZGNEOQUGY
168	W3NXSK03H87414B	KGEJNXLADPBATT3YRGKPDDASN	SJYM9VYNMP
169	W3NXSK03H877148	KJCWNXLADPBATT3YRTPTDYWQG	SKS30EWCXE
170	W3NXSK03H88014E	KJLBNXLADPBATT3YRFEWTARST	RW3CAXIRJI
171	W3NXSK03H884141	KJTTNXLADPBATT3YRHELNLTRF	PQW9RBXKAP
172	W3NXSK03H885149	KLQRNXLADPBATT3YRTPCCKCQS	EPR3K69FLP
173	W3NXSK03H887148	KNQQNXLADPBATT3YRLEKEASBQ	60XWUFSBM3
174	W3NXSK03H888146	KQFCNXLADPBATT3YREGSBMNSK	RORIXIGKZ6
175	W3NXSK03H891143	KQNKNXLADPBATT3YRAQHJCKQQ	U2MUWJN2HL
176	W3NXSK03H89214C	KQPXNXLADPBATT3YRLFKQYTWQ	SONKDFGPMQ
177	W3NXSK03H89414A	KQPYNXLADPBATT3YRWHGTWSWQ	2L13BMTSUT
178	W3NXSK03H89914D	KXEZNXLADPBATT3YRRHKKSTGH	ZFUKBMUPPU
179	W3NXSK03H901149	KYLLNXLADPBATT3YRLHRNYPLA	S5ENU1SPGC
180	W3NXSK03H907142	LHBKNXLADPBATT3YRGWKPNHQQ	RJX2KXDL8E
181	W3NXSK03H911147	LHMTNXLADPBATT3YRTEGCAQKB	QU86BGKUNC
182	W3NXSK03H913140	LHPKNXLADPBATT3YRGRNFQWQQ	2ZXP1XE7CR
183	W3NXSK03H92514D	LJFMNXLADPBATT3YRQTMDXQZK	8H4DELMM4B
184	W3NXSK03H92614E	LLPZNXLADPBATT3YRDPAJYSPJ	AF87AQM2C7
185	W3NXSK03H927144	LQKJNXLADPBATT3YRJLFMJZWH	ESOTENUYOK
186	W3NXSK03H92814B	LWKQNXLADPBATT3YRFQDSJWCP	BNTUTICSP9
187	W3NXSK03H93514F	LWKQNXLADPBATT3YRTQKKTMGS	Y3EL1ABN9S
188	W3NXSK03H96214C	LXGQNXLADPBATT3YRWFFPXSRC	JROBOR8E3C
189	W3NXSK03H96914E	MKRBNXLADPBATT3YRBNWMKMXM	YWAM2TB7SE
190	W3NXSK03H99414H	MYWNNXLADPBATT3YRHKSTPSKH	NG5UEHCJQD
191	W3NXSK03H996147	NGDQNXLADPBATT3YRHPKFPLZK	EZ4FEOBR26
192	W3NXSK03H997146	NXRLNXLADPBATT3YRLWMWTPXW	I56ZTLMINI
193	W3NXSK03J012146	NZKQNXLADPBATT3YRMCJTALKK	BCYEDPDJNY
194	W3NXSK03J028149	PGRQNXLADPBATT3YRNWSCPNKD	XHTJ14YFP6
195	W3NXSK03J03014C	PLKWNXLADPBATT3YRPAHRJMKJ	7RRXZYZTMC
196	W3NXSK03J040146	PQSYNXLADPBATT3YREQEFPMXJ	AV44Z182ZH
197	W3NXSK03J049142	PSABNXLADPBATT3YRMSKQAANQ	ZJGLBGCA2U
198	W3NXSK03J05914C	PWDXNXLADPBATT3YRPKWTKMXH	9FNXKKBPGF
199	W3NXSK03J105147	PWEPNXLADPBATT3YRPWTRRMFW	HIWEIJGH2F
200	W3NXSK03J112148	QGKANXLADPBATT3YRADFTQMGX	LTC3FFAQAT
201	W3NXSK03J12514E	QGLPNXLADPBATT3YRKWMCZKRK	8LQSCUU8SE

WARRANTY EXTENSION PROGRAM (WEP)

202	W3NXSK03J12714G	QHTWNXLADPBATT3YRTGQDKWZT	0VEJCQBDPW
203	W3NXSK03J13214A	QKEZNXLADPBATT3YRKSHTCPRS	1HGENNPZZX
204	W3NXSK03J133146	QPKZNXLADPBATT3YRFMRPTGGQ	CXWZLYUB2N
205	W3NXSK03J13814B	QPRRNXLADPBATT3YRTHDFWWNW	KSCJVSMTRA
206	W3NXSK03J141145	QQDMNXLADPBATT3YRKKTPKPWC	YGZBMY7XAV
207	W3NXSK03J14514B	QRDRNXLADPBATT3YRTATSLTKQ	JPYRG5D7E0
208	W3NXSK03J146147	QRQNNXLADPBATT3YRQQPLSJMQ	XZKACUVWO6
209	W3NXSK03J147147	QWNMNXLADPBATT3YRLJSKZLPW	QRL8W7WD3W
210	W3NXSK03J15314D	QWSWNXLADPBATT3YRPPACYNMR	QD50XLG3HA
211	W3NXSK03J158148	QXCWNXLADPBATT3YRJNJASTYK	L0ZZMOT8OM
212	W3NXSK03J160148	QXFWNXLADPBATT3YRQKSRBLFD	QAQ5L9PCVC
213	W3NXSK03J165147	QXKWNXLADPBATT3YRWEGPLXSQ	CGEE8CWJXG
214	W3NXSK03J167147	QYDYNXLADPBATT3YRKHFLWRWQ	OAHQPEYJZS
215	W3NXSK03J175145	RHHZNXLADPBATT3YREGFAXKKY	OZ3AUAISBC
216	W3NXSK03J18214A	RJKWNXLADPBATT3YRMWJLPKWE	3GTP1OHLVL
217	W3NXSK03J188143	RSWWNXLADPBATT3YRCKTPYLDT	RCX7ZKQCBG
218	W3NXSK03J197143	RXJSNXLADPBATT3YRKEDRZNEN	GCLQPQNPB5
219	W3NXSK03J203147	RXSZNXLADPBATT3YRRATTQZJE	WRNPGRDE4A
220	W3NXSK03J206144	RYKWNXLADPBATT3YRWCNLPFLF	PYUTXANS7J
221	W3NXSK03J21514E	SAQXNXLADPBATT3YRPKPNTLGQ	KRTZQQBUZS
222	W3NXSK03J230148	SGQWNXLADPBATT3YRDPARXMSN	DCEWRPKGGZ
223	W3NXSK03J23314C	SJAANXLADPBATT3YRTPAAPKNJ	3TM7LQQCB1
224	W3NXSK03J23914H	SKDQNXLADPBATT3YRQSKKPZQW	WHOM4AQCPN
225	W3NXSK03J24314B	SLAYNXLADPBATT3YRPWHRQEQY	BMIFSYA62W
226	W3NXSK03J245148	SLQMNXLADPBATT3YRRQSMJMHR	LEU1AEJNTN
227	W3NXSK03J246149	SLRLNXLADPBATT3YRLSFQKMAR	SF5NIQ9KFJ
228	W3NXSK03J253140	SMBQNXLADPBATT3YRAQHEXZNW	OYMI3NKYD8
229	W3NXSK03J255142	SPHMNXLADPBATT3YRHJDNLRZC	MC4I2GY1TL
230	W3NXSK03J26014H	SSBTNXLADPBATT3YRFHDCPSKG	WAKQJRUMHH
231	W4NXSK001203144	SSERNXLADPBATT3YRDLCSMRRS	XX7H8VTQLX
232	W4NXSK001204146	STEXNXLADPBATT3YRMWENDQQQ	URKCMPBPJL
233	W4NXSK001214143	SWNANXLADPBATT3YRPLWSNKNW	BG1LEDORJJ
234	W4NXSK00122214B	SWQTNXLADPBATT3YRQHQRMCQX	JNV4QLIL7A
235	W4NXSK00123214A	TGSXNXLADPBATT3YRQWBFWLWN	W5Y4SWCTQO
236	W4NXSK00123414G	TKPNNXLADPBATT3YRBEEQXXWG	IN1LLIZY89
237	W4NXSK001239145	TSQWNXLADPBATT3YRPLDAWXPD	LTL5KMJI0N
238	W4NXSK001276148	TXDMNXLADPBATT3YRGWDTMSWS	QPD8ILFNUP
239	W4NXSK001282145	TYMWNXLADPBATT3YRKCJNXNPB	V1JCXCY5SB
240	W4NXSK001287142	WADJNXLADPBATT3YRHPQJDQNM	921M7VH56L
241	W4NXSK001290147	WGLLNXLADPBATT3YRPBHFQQQN	SGF2YCKBTN
242	W4NXSK00130514D	WGSANXLADPBATT3YRERSNKXJS	7MWR5TI98U
243	W4NXSK001314145	WGWQNXLADPBATT3YRRSQQAKLQ	UNMCKOCJGT
244	W4NXSK00131814E	WLAQNXLADPBATT3YRJGWBXJTK	Q4URRRTSXD
245	W4NXSK001380149	WLPSNXLADPBATT3YRBKQEQWLW	CMNRSW5STE
246	W4NXSK001382140	WMMWNXLADPBATT3YRRMWQBPWT	SNUJYAUE42
247	W4NXSK001399144	WRFYNXLADPBATT3YRMGESWSMP	NT2Y1KBC8E
248	W4NXSK001403145	WWHLNXLADPBATT3YRJKMQPDWM	H5WVFHCWPS
249	W4NXSK001410145	WZBLNXLADPBATT3YRHFAPNLJF	WVBYUT0QWN
250	W4NXSK001424146	XKHQNXLADPBATT3YRAPQRNKRP	EDDT9IETQS
251	W4NXSK00142614C	XMNMNXLADPBATT3YRQFHTWLYY	HUBGKYZGOV
252	W4NXSK001427149	XMWKNXLADPBATT3YRDSHFRXYJ	HELMKZZEZ7
253	W4NXSK00143114E	XNWQNXLADPBATT3YRBPKBPYTN	JMP99KBE97
254	W4NXSK001441145	XWAKNXLADPBATT3YRRMGKDKNT	81XEW4YXE8
255	W4NXSK001447148	XWKKNXLADPBATT3YREWPLZRQG	HEKFFKTSDG
256	W4NXSK00147014G	CKMQNXLADPBATT3YRTALTNMFJ	RQJGFULYMW
257	W4NXSK001480144	CQLKNXLADPBATT3YRQCQPMLZN	WVGDQQK3D3
258	W4NXSK001487146	CWGQNXLADPBATT3YRHJCRMPFZ	KHAUDE1Z1H
259	W4NXSK00152414F	CXLTNXLADPBATT3YRKTKRBKKJ	75UYDJQNTJ
260	W4NXSK001532140	CYEBNXLADPBATT3YRLQSHRKKG	FHZZIJEQVA
261	W4NXSK001545145	DHASNXLADPBATT3YRGDKAXWYC	1A3AXSPRUC
262	W4NXSK00155114E	DHBANXLADPBATT3YRHJWGXANE	1HJCDNAE1I
263	W4NXSK001560149	DJKMNXLADPBATT3YRCFDGPYNJ	RKECJLTJIS
264	W4NXSK00157814A	DJKSNXLADPBATT3YRLELJWPJR	A3EZW0ODCS
265	W4NXSK00160314G	DMHBNXLADPBATT3YRQWQNBWHQ	ILHFUJZHDU
266	W4NXSK00160714F	DRQLNXLADPBATT3YRQLKBXTXK	BRWYBFYNJJ
267	W4NXSK00161114G	DXLZNXLADPBATT3YRKRAKAWFK	WOM7JSEEUZ
268	W4NXSK001626145	DXPWNXLADPBATT3YRBWFDTHWS	9AMEH17EDH
269	W4NXSK00163514C	DZNTNXLADPBATT3YRQQMTWPYS	PDRJWPLCOJ
270	W4NXSK00164114F	EJSSNXLADPBATT3YRPDQGCYTP	ZA1SP4CN31
271	W4NXSK001642141	ELQKNXLADPBATT3YRQAARAJQJ	KQFR16WDQU
272	W4NXSK00165114F	EPJZNXLADPBATT3YRFNLQNKSZ	FOFWLKXX69

WARRANTY EXTENSION PROGRAM (WEP)

273	W4NXSK00166214D	EPKXNXLADPBATT3YRNANCARMX	EJCNWCAUXK
274	W4NXSK00167214E	EQETNXLADPBATT3YRBMCKZEBW	RIU1KNHAQO
275	W4NXSK00167614B	ESQWNXLADPBATT3YRPLTTCXYM	DRYQBDC0CL
276	W4NXSK00167814A	EXSWNXLADPBATT3YRGPPGTKNN	YMUNQCGLWG
277	W4NXSK001682145	FGSWNXLADPBATT3YREQRQSAWH	5KZSFSZY6F
278	W4NXSK001686146	FKWKNXLADPBATT3YRSTRSMWMM	7KTLXHMV2D
279	W4NXSK001689149	FXSWNXLADPBATT3YRMGLDXYXX	9PWHUDLKCE
280	W4NXSK00169114E	FYQNNXLADPBATT3YREWQFTBQQ	FYPDWLUYD1
281	W4NXSK001695146	GJKBNXLADPBATT3YRPRMWXKMJ	JAUODB6BH0
282	W4NXSK001700147	GKCRNXLADPBATT3YRGCGWNJQY	UMS8W5PMRF
283	W4NXSK00171214D	GMHBNXLADPBATT3YRRJCPMPAT	L1RC3H15TB
284	W4NXSK00172314D	GQCBNXLADPBATT3YRWRENKQQQ	J2EKEFWEWF
285	W4NXSK001724141	GTRNNXLADPBATT3YRPNKBTCQM	WX0BZUXKVZ
286	W4NXSK001731147	GXAXNXLADPBATT3YRFQJBJQKJ	OXN4JMHXLA
287	W4NXSK00174014F	HHPQNXLADPBATT3YRMKTGSJYT	JRJRGGTUT9
288	W4NXSK001742146	HJEKNXLADPBATT3YRDQAHRHTL	K1DAFLKBZB
289	W4NXSK00174414G	HLBCNXLADPBATT3YRBDJRAENG	9EAYA158OW
290	W4NXSK001748143	HRASNXLADPBATT3YRGKNDDWQJ	M0NJHEB2YM
291	W4NXSK00175214A	HSNPNXLADPBATT3YRKAQQKLER	MLTCDMS33U
292	W4NXSK00176114E	HYNTNXLADPBATT3YRGQLGQJBG	HCRR81AHYU
293	W4NXSK00176414C	HYQKNXLADPBATT3YRSFMQNXWS	RV3EBMFLJA
294	W4NXSK00176714A	JHQKNXLADPBATT3YRAMADABJW	YRNDSNCSOU
295	W4NXSK001770145	JHRPNXLADPBATT3YRDAWMSFWK	8FEKOEFYWT
296	W4NXSK00177514E	JKAKNXLADPBATT3YRPGFPRLPK	WTJWMSYYGT
297	W4NXSK00177914F	JWLMNXLADPBATT3YRGHKWMPZX	VUNH7VG5QP
298	W4NXSK001784148	JXNSNXLADPBATT3YRLTSWZSYW	AIGG3XD4KK
299	W4NXSK001791142	JYNANXLADPBATT3YRHKBQKXFK	P6JCRAICHG
300	W4NXSK00181914D	JYNMNXLADPBATT3YRSKLTQTWH	SWZRLK6B1P
301	W4NXSK001830144	KJDXNXLADPBATT3YRDGFCWPAX	LDARW5NF1P
302	W4NXSK001843148	KMLJNXLADPBATT3YRTLAKSFRB	LCSZPYBO2G
303	W4NXSK001844145	KMQPNXLADPBATT3YRRGHLXHKP	C1L6I20JOH
304	W4NXSK001864145	KNFKNXLADPBATT3YRLCGSTZSD	PBVDUPM08N
305	W4NXSK00189514A	KSHWNXLADPBATT3YRQJAFXYWS	ZPP3JR2M3U
306	W4NXSK00190814B	KSKKNXLADPBATT3YRQAMNDDEQ	SZ9JFEEJBU
307	W4NXSK00193314B	KWFWNXLADPBATT3YRRSJKATXW	EKPB3BUGVT
308	W4NXSK001937144	KWLWNXLADPBATT3YRWPHJNWQS	63UBSKRNGE
309	W4NXSK00194814A	KXKPNXLADPBATT3YRKLQKAXDL	RH8ESWXJRZ
310	W4NXSK001958147	KXWCNXLADPBATT3YRFKJKZSMM	ZJYBNMWZAL
311	W4NXSK001970144	KXWKNXLADPBATT3YRSNGDQTKZ	N03ZHGX6LB
312	W4NXSK002022145	KYPJNXLADPBATT3YRRFGGPJYK	UF96AKQSOB
313	W4NXSK00202414C	KZAPNXLADPBATT3YRNLFQTPQS	PDHJZOQOTB
314	W4NXSK002048147	LGGYNXLADPBATT3YRJCJQPPPX	2GIB14KMN9
315	W4NXSK002073149	LQBYNXLADPBATT3YRBTRBWPYX	XPBZH4LUSY
316	W4NXSK00210814F	LQFWNXLADPBATT3YRKTLGWJGL	YMXE9RFECW
317	W4NXSK002115146	LQSLNXLADPBATT3YRAHMEBRKS	WHEE4JIIGY
318	W4NXSK00211814A	LSKANXLADPBATT3YRGMBQADNQ	QNS5AFPW9C
319	W4NXSK002119141	LSKXNXLADPBATT3YRBKWKRHXQ	EJYTULC6W3
320	W4NXSK002124144	LTBZNXLADPBATT3YRRQKMXBXX	VLDMLKGMAX
321	W4NXSK002128145	LTGANXLADPBATT3YRPAJPQPSL	L5NZ9DU6UW
322	W4NXSK00213814B	LWJYNXLADPBATT3YRHBERDWMP	A9EB1XUKK3
323	W4NXSK00214314A	LXJMNXLADPBATT3YRCPRNDQGX	CJRZDAKU5X
324	W4NXSK002148146	MAJTNXLADPBATT3YRSETCXCQW	WYUGJZPGJE
325	W4NXSK00215414C	MGMMNXLADPBATT3YRMNBRJZAZ	JSFD1J8IPY
326	W4NXSK002159147	MKMZNXLADPBATT3YRFWKKMXQQ	2J04L3DMC0
327	W4NXSK00216214F	MWGKNXLADPBATT3YRHBDHWWTM	XUHNEELRQM
328	W4NXSK00216814G	MYSCNXLADPBATT3YRQLCMXPKH	RDHVRW4WNQ
329	W4NXSK00217214G	MZQTNXLADPBATT3YRTDNGMHQW	SHGQW1DWVD
330	W4NXSK00217414A	NJASNXLADPBATT3YRHQCTMMKT	HMPEZJ34EF
331	W4NXSK00217814B	NJMXNXLADPBATT3YRDBMRPMSP	VSEGVAXT0V
332	W4NXSK002188146	NKRCNXLADPBATT3YRJEWGZXLJ	91X5HN6HSN
333	W4NXSK002195144	NMCMNXLADPBATT3YRMMWWYMJR	0A0J7JJOMF
334	W4NXSK002200148	NNCLNXLADPBATT3YRAWDPKNHL	ZT0MGL3T0A
335	W4NXSK002216142	NRDJNXLADPBATT3YRFMMTZXPX	6X2NVQNNYR
336	W4NXSK002220148	NWFSNXLADPBATT3YRBKPWJJGW	R0XIKEZT0C
337	W4NXSK00224714A	NXDSNXLADPBATT3YRNQQQBTPH	DB6MRCTVGO
338	W4NXSK002280147	NXPKNXLADPBATT3YRPQNCPBWK	HTATLJDJEK
339	W4NXSK00228514B	NYFMNXLADPBATT3YRKAFCYKTS	6NRJZQEAJG
340	W4NXSK002296145	PACWNXLADPBATT3YRTPCSCSNQ	OY9CTPSTF0
341	W4NXSK002298147	PGDKNXLADPBATT3YREGTGCXTQ	ABLDCKZAWC
342	W4NXSK00230314C	PHJXNXLADPBATT3YRDRREAGWN	5V5UWT1P7B
343	W4NXSK002328146	PKDQNXLADPBATT3YRESKMTNTJ	MCAR1RYVN6

WARRANTY EXTENSION PROGRAM (WEP)

344	W4NXSK002331145	PMAPNXLADPBATT3YRGWMQSCWH	FBNTJ1SMZC
345	W4NXSK002357146	PWFTNXLADPBATT3YRJKEWMTTL	MRVMQBBVZY
346	W4NXSK002377142	PZKQNXLADPBATT3YRCCSKYWQL	EQZU9LLK4G
347	W4NXSK002387140	PZRMNXLADPBATT3YRJAQECJHW	VMXZL2XXXQ
348	W4NXSK00238914B	QAFPNXLADPBATT3YRSPNWQXXP	H8SX0CKUAY
349	W4NXSK002395147	QAWSNXLADPBATT3YRJRCEYNKM	AHGJJST05L
350	W4NXSK002397148	QHKKNXLADPBATT3YRLBAKQLLL	M6ISFICWMO

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Pricing Proposal
Quotation #: 27830259
Created On: 8/5/2026
Valid Until: 8/31/2026

CA-Pacific Coast Academy

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All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ASUS Chromebook CR11 CR1104CTA-YZ84 - 180-degree hinge design - Intel N-series - N150 / up to 3.6 GHz - Chrome OS - UHD Graphics - 8 GB RAM - 64 GB eMMC - 11.6" TN 1366 x 768 (HD) - Wi-Fi 6E, Bluetooth - mineral gray - with Accidental Damage Protection ASUS - Part#: CR1104CTA-YZ84 Contract Name: California Multiple Award Schedule (CMAS) Contract #: 3-23-04-1003	350	$428.89	$150,111.50
2	ASUS Warranty Extension Package - Extended service agreement - parts and labor - 3 years - for Chromebook ASUS - Part#: ACX15-009410NX Contract Name: California Multiple Award Schedule (CMAS) Contract #: 3-23-04-1003	350	$74.95	$26,232.50
3	Chrome OS Management Console - License - academic Google - Part#: CROSSWDISEDUNEW Contract Name: California Multiple Award Schedule (CMAS) Contract #: 3-23-04-1003	350	$31.00	$10,850.00
4	CA RECYCLING FEE SHI International Corp - Part#: CA-RECYC-S Contract Name: California Multiple Award Schedule (CMAS) Contract #: 3-23-04-1003	350	$4.00	$1,400.00

Subtotal	$188,594.00
Shipping	$0.00
*Tax	$11,633.64
Total	$200,227.64

Additional Comments

Pricing is subject to change based on OEM and Distribution pricing changes

With continual technological advancements, the likelihood of finding Generative AI in products is increasing. If you have any concerns or wish to know more about whether the product you are purchasing contains Generative AI (GenAI), please let your SHI support team know, and we will be happy to assist you.

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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