



# Contra Costa School of Performing Arts

## Board Meeting

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### Date and Time

Tuesday November 19, 2024 at 5:30 PM PST

### Location

2730 Mitchell Drive  
Walnut Creek, CA 94598

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Contra Costa School of Performing Arts

### Board Meeting

### Date and Time:

Tuesday, November 19, 2024 at 5:30 PM PDT

### Location:

Google Meet Link: [CCSPA/ChartHouse Board of Directors Meeting](#)

Video call link: <https://meet.google.com/nkf-yvbi-bxv>

The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice

Chairperson prior to the Call to Order. Speakers will be given three minutes for items on the agenda, and two minutes for items not on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.

All Board agendas and minutes will be published at [cocospa.org](http://cocospa.org). Any disclosable public records related to an open session Board meeting agenda item and distributed by staff to a majority of the Board of Directors shall be available for public inspection.

The Board of Directors will provide reasonable accommodations for persons with disabilities planning to attend Board meetings so long as notice is provided at least one hour prior to the start of the meeting by contacting the Executive Director’s Office at (925) 235-1130.

**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
<b>A.</b> Call the Meeting to Order		Heather Vega	1 m
<b>B.</b> Record Attendance		Callie Tirlia	1 m
<b>C.</b> Establish a Quorum		Heather Vega	1 m
<b>D.</b> Agenda Review and Adoption		Heather Vega	1 m
<p>The Board will review the agenda and adopt as presented or take action to change the order of items.</p>			
<b>II. Public Comments</b>			<b>5:34 PM</b>
<p>The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker’s card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order.</p>			

	Purpose	Presenter	Time
<p>Speakers will be given three (3) minutes for items <i>on</i> the agenda, and two (2) minutes for items <i>not</i> on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.</p>			
<b>A.</b>	Items on the Agenda Public Comment regarding items on the agenda.	FYI Heather Vega	5 m
<b>B.</b>	Items Not on the Agenda Public Comment regarding items not on the agenda.	FYI Heather Vega	5 m
<b>III.</b>	<b>Consent Agenda</b>		<b>5:44 PM</b>
<p>Items listed under the Consent Agenda are considered routine and will be approved by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Agenda upon the request of a member of the Board or Executive Director and acted upon separately.</p>			
<b>A.</b>	Consent Agenda Items  <ul style="list-style-type: none"> <li>• Minutes for the October 15, 2024 meeting</li> <li>• Salary Schedule - addition of IT Support Position (Non-teacher hourly tab, last column)</li> </ul>	Vote Heather Vega	5 m
<b>IV.</b>	<b>Other Business</b>		<b>5:49 PM</b>
<b>A.</b>	Executive Summary  The Executive Director will provide an update on enrollment, attendance, academic progress, safety and culture as well as other matters and needs.	Discuss Catherine Foster	15 m
<b>B.</b>	National Dance Festival Presentation  Review trip details and vote.	Vote Catherine Foster	5 m

	Purpose	Presenter	Time
<b>C. Committee Structure</b>	Vote	Catherine Foster	10 m
Review and discuss committee structure, goals, and efficiency.			
<b>D. 25 - 26 Academic Calendar</b>	Vote	Catherine Foster	5 m
Review and vote.			
<b>E. Title IX Policy</b>	Vote	Catherine Foster	5 m
Review revised policy and vote.			
Approval of Title IX Policy			
Approval of Harassment, Intimidation, Discrimination and Bullying Policy			
<b>V. Finance</b>			<b>6:29 PM</b>
<b>A. Financial Report</b>	Discuss	Debbie Howard, Catherine Foster	20 m
Review the First Interim Budget.			
<b>VI. Board Updates</b>			<b>6:49 PM</b>
<b>A. Comments from Board Members</b>	FYI	Heather Vega	20 m
Board members give updates on activities that have been supporting the school.			
<b>B. Future Agenda Items</b>	Discuss	Heather Vega	5 m
Items for future meetings.			
<b>VII. Closed Session</b>			<b>7:14 PM</b>
<b>A. Public Employee Discipline/Dismissal Release</b>	Vote	Catherine Foster	15 m
<b>B. Conference with Real Property Negotiations</b>	Discuss	Catherine Foster	30 m
Review property: 2730 Mitchell Drive			
<b>VIII. Reconvene to Open Session</b>			<b>7:59 PM</b>
<b>A. Report out on Action Taken in Closed Session</b>	Discuss	Heather Vega	5 m

	Purpose	Presenter	Time
<b>IX. Closing Items</b>			<b>8:04 PM</b>
<b>A. Adjourn Meeting</b>	Vote		

# Coversheet

## Consent Agenda Items

**Section:** III. Consent Agenda  
**Item:** A. Consent Agenda Items  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2024\_10\_15\_board\_meeting\_minutes.pdf  
Salary\_Schedule\_v. October 2024.xlsx



# Contra Costa School of Performing Arts

## Minutes

### Board Meeting

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#### Date and Time

Tuesday October 15, 2024 at 5:30 PM

#### Location

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**Directors Present**

G. Ponikvar, H. Vega, J. Bridge, S. Kulak

**Directors Absent**

L. McPhatter-Harris, M. Hennessy

**Ex Officio Members Present**

C. Foster

**Non Voting Members Present**

C. Foster

**Guests Present**

C. Tiria

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

H. Vega called a meeting of the board of directors of Contra Costa School of Performing Arts to order on Tuesday Oct 15, 2024 at 5:36 PM.

**B. Record Attendance****C. Establish a Quorum**



Established Quorum at 5:36pm by Heather Vega

#### **D. Agenda Review and Adoption**

G. Ponikvar made a motion to approve the agenda as presented.

J. Bridge seconded the motion.

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

##### **Roll Call**

L. McPhatter-Harris Absent

M. Hennessy Absent

#### **E. Special Report: Student Council**

Jax Sears and Kameron Jacobs presented their concerns about the students and teachers. The students presented the idea of public audits presented to staff to bring more awareness to the board. The students also want the board to be more involved in the school's community by attending events.

The board and the students discussed strategies to move forward to have more community involvement between the student council and the school board members.

### **II. Public Comments**

#### **A. Items on the Agenda**

No public comments about items on the agenda were made during this time.

#### **B. Items Not on the Agenda**

No public comments about items not on the agenda were made during this time.

### **III. Reconvene to Open Session**

#### **A. Report out on Action Taken in Closed Session**

The board reconvened to open session at 6:24pm by Heather Vega.

The board took action to accept the public employee releases.

### **IV. Consent Agenda**

#### **A. Consent Agenda Items**

J. Bridge made a motion to approve the minutes from Board Meeting on 09-10-24.

S. Kulak seconded the motion.

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

##### **Roll Call**

L. McPhatter-Harris Absent

**Roll Call**

M. Hennessy Absent

J. Bridge made a motion to approve the minutes from Finance Committee Meeting on 09-16-24.

S. Kulak seconded the motion.

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

**V. Finance**

**A. Financial Report**

Debbie began presenting the financial report to the school board starting with the actuals for September 2024.

The board discussed various programs, such as the school lunch program, and how they are budgeted within the budget. The board discussed how these programs are paid and how they are deducted from the budget.

**B. Financial Committee**

The board met for a Financial Committee on 09/16/2024 to review, discuss, and make recommendations for the budget going forward based on the August numbers.

**VI. Other Business**

**A. Executive Summary**

Catherine Presented the executive summary to the board, starting with student population sizes.

The board discussed enrollment for the 25-26 year, which begins on October 30th. Administration will be hosting open houses to recruit future parents once a month, rotating back and forth between virtual and in person open houses.

Catherine presented the current academic accomplishments among the students as well as presented the student academic data.

**B. Prop 28 Annual Report**

Catherine presented the annual report for Prop 28. Catherine explained that we must report that we received no funding from Prop 28 and that it must be published to the public website.

S. Kulak made a motion to Approve the Prop 28 Annual Report.

J. Bridge seconded the motion.

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

**C.**

### **Instructional Minute Waiver**

J. Bridge made a motion to Approve the Instructional Minute Waiver.

S. Kulak seconded the motion.

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

### **D. 24-25 Organization Chart**

According to Catherine and the board, the following changes need to be made to the 24-25 Organizational Chart.

1. The TOSA SPED coordinator needs to be removed and the Education Specialist and Instructional assistants should all be under the School Psychologist.

2. The executive Director will evaluate the Education Specialists.

J. Bridge made a motion to Accept the 24-25 Organizational Chart with the changes as discussed.

G. Ponikvar seconded the motion.

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

### **E. Committee Structure**

Catherine presented to the people attending the meeting the structure of each board committee and presented any updates made in the board committees.

## **VII. Board Updates**

### **A. Comments from Board Members**

The board was given the platform to present to people attending the meeting the updates they have regarding their work to help better the school.

### **B. Future Agenda Items**

Sierra requested that the budget be discussed in future board meetings.

## **VIII. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:40 PM.

Respectfully Submitted,

H. Vega

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Salary\_Schedule\_v. October 2024.xlsx

# Coversheet

## National Dance Festival Presentation

**Section:** IV. Other Business  
**Item:** B. National Dance Festival Presentation  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** NHSDf 2025.pdf

An aerial photograph of Pittsburgh, Pennsylvania, showing the city skyline with various skyscrapers and buildings, the Allegheny River winding through the city, and several bridges crossing the river. The sky is clear and blue.

# National High School Dance Festival

In Pittsburgh, PA at Point Park University  
February 25 - March 2

# Overview of the event

February 25 - March 2, 2025

The National High School Dance Festival draws students from around 100 Performing Arts high schools and Dance departments from across the United States, along with many dance companies, universities, and faculty from a wide range of programs, to Point Park University every other year to be part of a festival celebrating high school dancers.

With opportunities to audition for admission and for scholarships, learn about the diverse programs and professional companies and employment opportunities in dance, this is a unique event focused on serious performing arts programs at the high school level.





# By the numbers

"NHSDF offers a wide variety of class disciplines, opportunities for students to audition and network with colleges and summer programs and the chance to meet new people with similar interests. Point Park University has top-notch dance facilities, friendly faculty and staff and the campus is easy to navigate."

— [Joni Petre-Scholz](#), associate chair of dance, [The Governor's School for the Arts, Norfolk, Va.](#)

Participants include

# 100+

Performing Arts High Schools  
or dance programs from  
across the United States

Faculty come from

# 40+

Professional dance  
companies, university  
programs, and performing arts  
schools

Scholarship auditions

# 2 days

Students participate in  
auditions for artistic  
admission to colleges and  
professional companies, and  
may be awarded scholarships



# Experience

Attending the NHSDF provides our dance majors with excellent opportunities for growth. This biannual event celebrates their dedication, connects them with industry professionals and college programs, and allows them to learn from exceptional teachers. It's a vital experience that enhances their artistry and prepares them for future success.



Auditions



Performances



Main Event



# Logistics

1

Meet at and leave San Francisco airport on Tuesday, February 25th to fly direct on United to Pittsburgh. Anna Gemma will act as chaperone with up to eight dance students. The group will arrive by uber and rest before auditions the next day.

2

The group will stay at the \*\*\* Hotel, near the Point Park University campus, where all events take place. Dance classes and auditions are in the large dance studios, and performances in the auditorium in the evenings. Auditions take place on Wednesday, February 26th and Thursday, February 27th..

3

Families are responsible for paying \$1,525 per student to attend the event, split into 4-5 payments starting in October. Students will also need a food allowance of about \$250 (\$50 per day) while there.

4

Return travel will be direct from Pittsburgh to San Francisco airport, on March 2nd, following the closing ceremonies at Point Park University.

# Cost per student and other associated costs

Airfare *United, nonstop	675.00
Ground transfers	\$40.00
Hotel (4 nights)	\$425.00
Conference fees	\$200
<b>TOTAL</b>	<b>\$1,503</b>

With Ms. Gemma acting as group chaperone, a substitute will be needed in Dance for 4 school days.

Teacher backfill costs and 6 days meals	$\$125 + \$38 = \$163$
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Families can pay the cost of attending, split into 4-5 payments starting in October. Students should bring about \$250 (\$50 per day) for meals.

Meals (student responsibility)	\$250.00
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CocoSPA attended NHSDF in 2022 and the Regional HSDF in 2023

# CocoSPA at the 2022 NHSDF



## Dance studios at Point Park

Point Park University is one of the premier dance programs in the United States, with many of their dance majors going into dance companies or commercial dance following graduation.

## College Fair

Many colleges and universities attend the college fair, along with some professional dance companies, and conduct artistic auditions during the festival.



## Performances and classes

Students attend classes during the day, choosing from a wide selection of dance styles, and in the evenings, go to performances staged by other students, visiting professional companies, and university dance programs.

# Coversheet

## 25 - 26 Academic Calendar

**Section:** IV. Other Business  
**Item:** D. 25 - 26 Academic Calendar  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2025-2026 Academic Calendar .pdf



# SPA Contra Costa School of Performing Arts

## Academic Calendar 2025-2026

Month	Mon	Tue	Wed	Thu	Fri
<b>August 2025</b> Instruct. Days = 17				1	2
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

Month	Mon	Tue	Wed	Thu	Fri
<b>September 2025</b> Instruct. Days = 20	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			

Month	Mon	Tue	Wed	Thu	Fri
<b>October 2025</b> Instruct. Days = 17			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

Month	Mon	Tue	Wed	Thu	Fri
<b>November 2025</b> Instruct. Days = 13	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

Month	Mon	Tue	Wed	Thu	Fri
<b>December 2025</b> Instruct. Days = 15	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

Finals schedule					
Finals block A: 8:30 am - 10:00 am					
Brunch: 10:00 am - 10:15 am					
Finals block B: 10:20 am - 11:50 am					
Lunch: 11:50 am - 12:20 pm					
Teacher Office Hours: 12:20 pm - 2:00 pm					

Month	Mon	Tue	Wed	Thu	Fri
<b>Jan 2026</b> Instruct. Days = 18				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Month	Mon	Tue	Wed	Thu	Fri
<b>February 2026</b> Instruct. Days = 19	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27

Month	Mon	Tue	Wed	Thu	Fri
<b>March 2026</b> Instruct. Days = 20	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

Month	Mon	Tue	Wed	Thu	Fri
<b>April 2026</b> Instruct. Days = 18			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

Month	Mon	Tue	Wed	Thu	Fri
<b>May 2026</b> Instruct. Days = 19	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

Month	Mon	Tue	Wed	Thu	Fri
<b>June 2026</b> Instruct. Days = 5	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			

S = Staff Work Day      H = Holiday      E = End of Grading Period      Finals Week

2024	2025
August 6	January 1-2
August 7	January 5
September 1	January 19
October 3	February 13-16
October 13	March 13
November 10	March 30
November 11	March 31
November 24-28	April 6-10
December 16-19	May 25
December 19	June 2 - June 5
December 22-31	June 5
	June 5
	June 19

# Coversheet

## Title IX Policy

**Section:** IV. Other Business  
**Item:** E. Title IX Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CoCoSPA Title IX Policy Effective 11\_2024.pdf  
CoCoSPA Policy Harassment Intimidation Discrim. and Bullying Policy.pdf





**S P A**

**Contra Costa School of  
Performing Arts**

www.cocospa.org • 925-235-1130  
2730 Mitchell Drive, Walnut Creek, CA 94598

## **TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX**

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Contra Costa School of Performing Arts (“Charter School”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Charter School does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.<sup>1</sup> Charter School will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Charter School’s education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Charter School does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

### **Definitions**

#### **Prohibited Sex Discrimination**

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Charter School. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

#### **Prohibited Sex-Based Harassment**

Under Title IX, “sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Charter School to provide an aid, benefit, or service under Charter School’s education

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<sup>1</sup> Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.



Board Policy #: 19-11192024  
 Adopted/Ratified: 11/19/2024  
 Revision Date: N/A

program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Charter School's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - The degree to which the conduct affected the complainant's ability to access Charter School's education program or activity;
  - The type, frequency, and duration of the conduct;
  - The parties' ages, roles within Charter School's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - The location of the conduct and the context in which the conduct occurred; and
  - Other sex-based harassment in Charter School's education program or activity.
- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
  - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship;
    - The type of relationship; and
    - The frequency of interaction between the persons involved in the relationship.
- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
  - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
  - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - Shares a child in common with the victim; or
  - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

Board Policy #: 19-11192024  
 Adopted/Ratified: 11/19/2024  
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- Fear for the person’s safety or the safety of others; or
- Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through Charter School.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, poking another’s body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person’s sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student’s or employee’s performance more difficult because of the student’s or the employee’s sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive,

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- sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

**Complainant** means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Charter School's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Charter School's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Charter School's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to Charter School that objectively can be understood as a request for Charter School to investigate and make a determination about alleged sex discrimination.

**Confidential Employee** means an employee of Charter School whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Charter School has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

**Party** means a complainant or respondent.

**Respondent** means a person who is alleged to have violated Charter School's prohibition on sex discrimination.

**Supportive Measures** are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Charter School's education program or activity, including measures that are designed to protect the safety of the parties or Charter School's educational environment; or (2) provide support during Charter School's grievance procedures or during an informal resolution process.

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### **Title IX Coordinator**

The Board of Directors of Charter School (“Board”) has designated the following employee as the Title IX Coordinator (“Coordinator”):

**Tiana Freiri**  
[tiana.freiri@cocospa.org](mailto:tiana.freiri@cocospa.org)  
**925-235-1130**  
**2730 Mitchell Dr.**  
**Walnut Creek, CA 94598**

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Catherine Foster  
[catherine.foster@cocospa.org](mailto:catherine.foster@cocospa.org)  
925-235-1130  
2730 Mitchell Dr.  
Walnut Creek, CA 94598

The Coordinator is responsible for coordinating Charter School’s efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decisionmaker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Charter School’s consistent compliance with Title IX.

### **Reporting Sex Discrimination**

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the

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Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Charter School will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

### **Privacy**

Charter School acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

### **Retaliation**

Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Charter School from requiring an employee or other person authorized by Charter School to provide aid, benefit, or service under Charter School's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

### **Confidential Employees**

Contact information for the confidential employees at Charter School, if any, can be found on the Charter School website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

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- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

### **Coordinator's Response to Reports of Sex Discrimination**

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Charter School could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Charter School from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Charter School's education program or activity.



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### **Supportive Measures**

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Charter School's educational environment or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact Catherine Foster ([catherine.foster@cocospa.org](mailto:catherine.foster@cocospa.org)), who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Charter School's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

### **Informal Resolution**

At any time prior to determining whether sex discrimination occurred under Charter School's Title IX grievance procedures, Charter School may offer an informal resolution process to the parties. Charter School does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

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Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- o The allegations;
- o The requirements of the informal resolution process;
- o The right to withdraw and initiate or resume the grievance procedures;
- o That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- o The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- o What information is retained and whether and how it may be disclosed by Charter School for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Charter School will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

## **Grievance Procedures**

### **Scope and General Requirements**

Charter School has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints of made by students, employees, or other individuals who are participating or attempting to participate in Charter School's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Charter School requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

Charter School will treat complainants and respondents equitably. Charter School presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.



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Charter School may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Charter School allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Charter School will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Charter School will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.<sup>2</sup> Credibility determinations will not be based on a person’s status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student’s IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act of 1973 (“Section 504”) throughout the grievance procedures.

**Dismissal**

In most cases, Charter School will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Charter School may dismiss a complaint if:

- Charter School is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Charter School’s education program or activity and is not employed by Charter School;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Charter School determines that, without the complainant’s withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Charter School determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Charter School will make reasonable efforts to clarify the allegations with the complainant.

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<sup>2</sup> Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

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Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Charter School policy.

### **Appeal of a Dismissal**

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

### **Notice of the Allegations**

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Charter School's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the

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date(s) and location(s) of the alleged incident(s), to the extent that information is available to Charter School;

- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Charter School provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

### **Emergency Removal**

Charter School may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Charter School's policies.

Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

### **Investigation**

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Charter School has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Charter School to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Charter School obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to

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prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decisionmaker before a determination of responsibility is made.

Charter School will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

### **Determination of Responsibility**

Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

### **Appeal of the Determination of Responsibility**

Should a party find Charter School's determination unsatisfactory, the party may, within five (5) business days of notice of Charter School's determination, submit a written appeal to the Chair of the Charter School Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal must not have taken part in the investigation of the allegations.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

### **Consequences**

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Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Charter School including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Charter School's education program or activity.

No party, witness, or other person participating in Charter School's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Charter School's determination whether sex discrimination occurred.

### **Student Pregnancy and Related Conditions**

Charter School will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Charter School employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Charter School's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Charter School's obligations under:
  - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
  - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Charter School's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

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A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Charter School leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

### **Training**

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing Charter School's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

### **Recordkeeping**

Charter School will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Charter School took to meet its obligations under 34 C.F.R. § 106.44.

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- All materials used to provide required Title IX training. Charter School will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.



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**TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I hereby authorize Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.**

\_\_\_\_\_  
Signature of Complainant Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by Charter School:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_  
4865-0469-8049, v. 2





**COSA**

**Contra Costa School of  
Performing Arts**

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## **HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Contra Costa School of Performing Arts ("Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Charter School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom Charter School does business, and all acts of Charter School's Board of Directors ("Board") in enacting policies and procedures that govern Charter School.<sup>1</sup>

Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

### **Definitions**

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<sup>1</sup> This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the school's previously adopted *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy*.

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 Revision Date: N/A

**Harassment** means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual’s educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student <sup>2</sup> or students in fear of harm to that student’s or those students’ person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student’s physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student’s academic performance.
- Causing a reasonable student to experience a substantial interference with the student’s ability to participate in or benefit from the services, activities, or privileges provided by Charter School.

**Cyberbullying** is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

**Electronic act** means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:

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<sup>2</sup> “Reasonable student” is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student’s age, or for a person of the student’s age with the student’s exceptional needs.

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- Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above.
- Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
- Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of “Cyber sexual bullying” including, but not limited to:
  - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

### **Bullying and Cyberbullying Prevention Procedures**

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **Cyberbullying Prevention Procedures**

Charter School advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

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Charter School informs its employees, students, and parents/guardians of Charter School's policies regarding the use of technology in and out of the classroom. Charter School encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

### **Education**

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

### **Professional Development**

Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School and available research to be at elevated risk for bullying and provides its

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certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Charter School’s students.

## **Complaint Procedures**

### **Scope of the Complaint Procedures**

Charter School will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

Charter School will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of Charter School’s Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of Charter School’s Title IX Policy and UCP is available in the main office.

### **Submitting a Report or Complaint**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Executive Director (or the Secretary of the Board if the complaint is against the Executive Director) as soon as possible after the incidents giving rise to the report or complaint.

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Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, and Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Charter School acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by Charter School on a case-by-case basis.

Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

### **Investigation and Response**

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Executive Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Executive Director or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Executive Director or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Executive Director, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at Charter School will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

### **Consequences**

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Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment.

**Right of Appeal**

Should a complainant find Charter School’s resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of Charter School’s decision or resolution, submit a written appeal to the Chair of the Charter School Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.



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## HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I hereby authorize Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.**

\_\_\_\_\_  
Signature of Complainant Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by Charter School:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_

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# Coversheet

## Financial Report

**Section:** V. Finance  
**Item:** A. Financial Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** CoCoSPA FY24-25 First Interim Budget v1.pdf



# Contra Costa School of Performing Arts

## 2024-25 First Interim Budget



**Contra Costa School of Performing Arts**  
**2024-25 First Interim Budget - Summary Analysis**



**SUMMARY OF RESULTS**

This First Interim Budget projects a budget deficit of (\$857,143).  
 This is an increase of (\$554,356) from the July Budget projected deficit of (\$302,787).  
 This will allow Contra Costa School of Performing Arts to end this fiscal year with a fund balance of (\$1,835,850), which is -33.9% of annual expenditures.

**CASH FLOW**

Operating cash flow is projected to become negative by no later than July 2025 as shown in the attached monthly cash flow schedule.  
 The lowest projected ending cash balance this coming fiscal year is \$32,895, which represents 2 days of operating costs on average.  
 The June 30 ending cash balance this coming fiscal year is projected to be \$32,895, which represents 2 days of average operating costs.  
 This cash flow takes into account all currently projected impacts (State deferral of June 2025 LCFF) on cash flow at the time of this budget approval.

**SIGNIFICANT CHANGES IN REVENUE (Total Change from Prior = decrease of (\$761,689), or -14.3% of prior revenues)**

**LCFF Entitlement:** These "Local Control Funding Formula" revenues are the primary funding source for the school.  
 LCFF Entitlement projected revenues are (\$686,584) lower than at July Budget due to continued decline in enrollment.  
 Regarding MYPs, COLAs used in this Budget version are subject to change at Second Interim when one more quarter of economic data is available.

**Federal Revenues:** This consists of Title I-IV (ESSA), federal special education (IDEA), and federal food programs (NSLP).  
 Federal Revenues are projected at (\$123,379) lower than at July Budget due to declining enrollment and shift of NSLP reimbursements to State revenue.

**Other State Revenues:** These are the non-LCFF state revenues such as Lottery, ELOP, and any one-time grants.  
 Other State Revenues are projected at (\$12,860) lower than at July Budget due to decrease in enrollment offset by shift of NSLP reimbursements to State revenue.

**Other Local Revenues:** This category includes any non-LCFF local revenue sources.  
 Other Local Revenues are projected at \$61,135 higher than at July Budget due to receipt of unanticipated 2020 IRS tax refund.

**SIGNIFICANT CHANGES IN EXPENSES (Total Change from Prior = decrease of (\$207,333), or -3.7% of prior expenses)**

**Salaries and Benefits:** This includes all employee pay, plus benefits such as retirement, healthcare, Medicare, Social Security, etc.  
 Salaries and Benefits costs are (\$86,720) lower than at July Budget, due to vendor contract for instructional services.

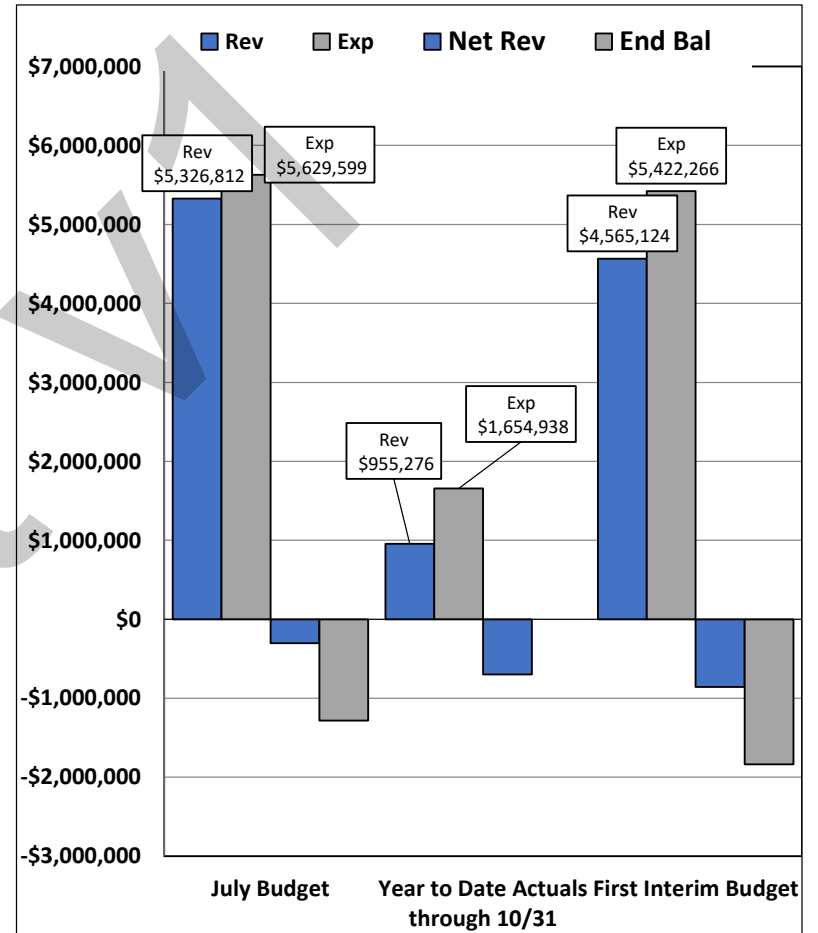
**Books & Supplies:** This category includes textbooks, computers, supplies, and other instructional and non-instructional materials and equipment.  
 Books & Supplies costs are projected at \$51,288 higher than at July Budget due to food services trending higher than anticipated.

**Services & Operating Expenses:** These include all contracted services as well as travel, insurance, rent, legal costs, and other service-related expenses.  
 Services & Operating costs are projected to be (\$171,900) lower than at July Budget due planned aggressive spending cuts and removal of duplicate expenses.

**Depreciation, Capital Outlay, and Other Outgo:** This category includes depreciation on fixed assets and interest on long-term debt.  
 These costs are projected at \$0 lower than at July Budget, reflecting stable depreciation and interest expense projections.

**Contra Costa School of Performing Arts  
2024-25 First Interim Budget  
BUDGET SUMMARY**

	July Budget	Year to Date Actuals through 10/31	First Interim Budget	Change
<b>Projected Enrollment:</b>	<b>350</b>	-	<b>281</b>	<b>(69)</b>
<b>Projected P-2 ADA:</b>	<b>323.19</b>	-	<b>261.13</b>	<b>(62.06)</b>
<b>Revenues:</b>				
General Purpose Entitlement	\$ 3,996,019	\$ 817,529	\$ 3,309,435	\$ (686,584)
Federal Revenue	336,246	17,378	212,867	(123,379)
Other State Revenue	731,112	83,871	718,252	(12,860)
Other Local Revenue	263,435	36,497	324,570	61,135
<b>TTL Revenues</b>	<b>\$ 5,326,812</b>	<b>\$ 955,276</b>	<b>\$ 4,565,124</b>	<b>\$ (761,689)</b>
<b>Expenditures:</b>				
Certificated Salaries	\$ 2,025,791	\$ 479,494	\$ 1,789,271	\$ (236,520)
Non-Certificated Salaries	401,260	167,640	564,882	163,623
Benefits	685,461	181,951	671,638	(13,823)
Books/Supplies/Materials	452,736	216,635	504,024	51,288
Services/Operations	1,144,862	382,981	972,962	(171,900)
Capital Outlay	14,539	-	14,539	-
Other Outgo	904,950	226,238	904,950	-
<b>TTL Expenditures</b>	<b>\$ 5,629,599</b>	<b>\$ 1,654,938</b>	<b>\$ 5,422,266</b>	<b>\$ (207,333)</b>
<b>Net Revenues</b>	<b>\$ (302,787)</b>	<b>\$ (699,663)</b>	<b>\$ (857,143)</b>	<b>\$ (554,356)</b>
<b>Beginning Balance July 1</b>	<b>\$ (978,708)</b>		<b>\$ (978,708)</b>	
<b>Ending Balance June 30</b>	<b>\$ (1,281,495)</b>		<b>\$ (1,835,850)</b>	
<b>Ending Balance as % of Exp:</b>	<b>-22.8%</b>		<b>-33.9%</b>	



**Contra Costa School of Performing Arts  
2024-25 First Interim Budget  
Budget Detail & Prior Budget Comparison**

Description	July Budget	YTD Actuals through 10/31	24-25 First Interim Budget	Budget Change	Percent Spent	Comments
<b>Enrollment (CALPADS)</b>	<b>350</b>		<b>281</b>	<b>(69)</b>		
<b>Average Daily Attendance (P-2)</b>	<b>323.19</b>		<b>261.13</b>	<b>(62.06)</b>		
<b>REVENUES</b>						
<b>General Purpose Entitlement</b>						
8011 LCFF General Entitlement	2,218,328	300,924	1,684,233	(534,095)	18%	
8012 EPA Entitlement	65,100	16,389	53,553	(11,547)	31%	
8019 Prior Year Unrestricted Revenue	-	-	-	-	0%	
8096 In-Lieu-Of Property Taxes	1,712,591	500,216	1,571,649	(140,942)	32%	
<b>TTL General Purpose Entitlement</b>	<b>3,996,019</b>	<b>817,529</b>	<b>3,309,435</b>	<b>(686,584)</b>	<b>25%</b>	
<b>Federal Revenue</b>						
8181 Federal IDEA SpEd Revenue	50,450	-	46,025	(4,425)	0%	
8220 School Nutrition Program-Federal	221,715	-	103,532	(118,183)	0%	% of NSLP costs reimbursed shifted from Fed to State
8290 Other Federal Revenue	64,081	17,378	63,310	(771)	27%	
<b>TTL Federal Revenue</b>	<b>336,246</b>	<b>17,378</b>	<b>212,867</b>	<b>(123,379)</b>	<b>8%</b>	
<b>Other State Revenue</b>						
8311 AB602 State SpEd Revenue	320,311	39,136	231,307	(89,004)	17%	
8520 School Nutrition Program-State	130,026	31,962	279,934	149,908	11%	% of NSLP costs reimbursed shifted from Fed to State
8550 Mandated Cost Reimbursements	11,125	-	11,574	449	0%	
8560 State Lottery Revenue	84,588	(40)	76,349	(8,239)	0%	
8590 Other State Revenue	185,062	12,813	119,088	(65,974)	11%	
<b>TTL Other State Revenue</b>	<b>731,112</b>	<b>83,871</b>	<b>718,252</b>	<b>(12,860)</b>	<b>12%</b>	
<b>Other Local Revenue</b>						
8660 Interest Income	20,000	8,453	20,000	-	42%	
8695 PY Other Revenue	21,435	-	21,435	-	0%	
8697 Fundraising (School Site)	100,000	-	100,000	-	0%	
8698 Other Revenue (Suspense)	-	502	-	-	0%	
8699 Other Revenue	122,000	27,543	183,135	61,135	15%	
<b>TTL Other Local Revenue</b>	<b>263,435</b>	<b>36,497</b>	<b>324,570</b>	<b>61,135</b>	<b>11%</b>	
<b>TTL REVENUES</b>	<b>5,326,812</b>	<b>955,276</b>	<b>4,565,124</b>	<b>(761,689)</b>		
<b>EXPENDITURES</b>						
<b>1000 - Certificated Salaries</b>						
1100 Teacher Compensation	1,609,365	335,399	1,369,319	(240,047)	24%	
1130 Substitute Teacher Compensation	35,000	8,820	27,526	(7,474)	32%	
1150 Teacher Stipends/Extra Duty	-	4,310	11,000	11,000	39%	
1200 Student Support	111,814	40,935	111,814	-	37%	
1300 Certificated Administrators	269,612	90,031	269,612	-	33%	
<b>TTL Certificated Salaries</b>	<b>2,025,791</b>	<b>479,494</b>	<b>1,789,271</b>	<b>(236,520)</b>	<b>27%</b>	
<b>2000 - Non - Certificated Salaries</b>						
2100 Instructional Aides	158,646	35,464	199,746	41,100	18%	
2130 Classified Substitutes	-	1,253	7,500	7,500	17%	
2200 Pupil Support Administration	-	856	28,820	28,820	3%	

Contra Costa School of Performing Arts  
2024-25 First Interim Budget  
Budget Detail & Prior Budget Comparison

Description	July Budget	YTD Actuals through 10/31	24-25 First Interim Budget	Budget Change	Percent Spent	Comments
2300 Classified Administrators	66,414	77,927	152,110	85,696	51%	
2400 Clerical & Technical Staff	165,350	52,141	176,706	11,356	30%	
2900 Other Classified Positions	10,850	-	-	(10,850)	0%	
<b>TTL Non - Certificated Salaries</b>	<b>401,260</b>	<b>167,640</b>	<b>564,882</b>	<b>163,623</b>	<b>30%</b>	
<b>3000 - Employee Benefits</b>						
3101 STRS Certificated	386,926	102,882	341,751	(45,175)	30%	
3212 Voluntary Retirement Classified	-	1,369	4,644	4,644	29%	
3301 OASDI/Medicare Exp	60,070	15,088	62,157	2,087	24%	
3401 Health Care Certificated	159,936	32,588	150,734	(9,202)	22%	
3402 Health Care Classified	29,988	19,339	69,972	39,984	28%	
3501 Unemployment Insurance	12,135	1,354	7,067	(5,068)	19%	
3601 Workers' Comp Certificated	30,387	7,179	26,839	(3,548)	27%	
3602 Workers' Comp Classified	6,019	2,151	8,473	2,454	25%	
<b>TTL Employee Benefits</b>	<b>685,461</b>	<b>181,951</b>	<b>671,638</b>	<b>(13,823)</b>	<b>27%</b>	
<b>4000 - Books/Supplies/Materials</b>						
4300 Materials & Supplies	14,523	24,594	24,594	10,071	100%	
4310 Materials & Supplies - Software	7,690	4,804	4,804	(2,886)	100%	
4320 Educational Software	28,694	62,306	62,306	33,612	100%	
4390 Materials - Suspense	4,524	1,710	1,710	(2,814)	100%	
4400 Non-Capitalized Equipment	43,636	15,611	15,611	(28,025)	100%	
4420 Non-Classroom Furn, Equip, & Supplies	1,929	-	-	(1,929)	0%	
4700 School Nutrition Program	351,741	107,611	395,000	43,259	27%	
4990 PY Materials Adjustments	-	-	-	-	0%	
<b>TTL Books/Supplies/Materials</b>	<b>452,736</b>	<b>216,635</b>	<b>504,024</b>	<b>51,288</b>	<b>43%</b>	
<b>5000 - Services &amp; Operations</b>						
5100 SpEd Contractors	12,126	-	12,126	-	0%	
5200 Travel & Conferences	-	-	-	-	0%	
5300 Dues & Memberships	36,460	15,123	15,123	(21,338.00)	100%	
5400 Insurance	67,221	18,130	67,221	-	27%	
5500 Operations & Housekeeping	82,052	1,358	2,858	(79,194.00)	48%	
5510 Utilities (General)	200,000	88,076	231,000	31,000.00	38%	
5535 Custodial Services	81,120	36,819	81,120	-	45%	
5610 Facility Rents & Leases	165,000	41,250	165,000	-	25%	
5615 Other Space Rental	3,834	-	3,834	-	0%	
5620 Equipment Leases	13,544	1,965	13,544	-	15%	
5630 Maintenance & Repair	16,871	14,187	16,871	-	84%	
5800 Professional Services - Non-instructional	67,369	22,862	22,862	(44,506.00)	100%	
5810 Legal	30,000	15,563	30,000	-	52%	
5820 Audit & CPA	11,675	-	11,675	-	0%	
5825 DMS Business Services	151,814	59,424	130,106	(21,708.00)	46%	
5836 Fundraising Expenses	-	50	50	50.00	100%	
5840 Advertising & Recruitment	10,000	17,053	17,053	7,053.00	100%	
5850 Oversight Fees	39,960	-	33,094	(6,866.00)	0%	
5860 Service Fees	14,690	11,997	14,690	-	82%	
5870 Livescan Fingerprinting	-	88	88	88.00	100%	
5880 Instructional Vendors & Consultants	69,467	13,698	69,467	-	20%	
5881 Software	5,000	-	5,000	-	0%	
5887 Technology Services	56,937	20,458	20,458	(36,479.00)	100%	
5900 Communications	9,721	4,881	9,721	-	50%	
<b>TTL Services &amp; Operations</b>	<b>1,144,862</b>	<b>382,981</b>	<b>972,962</b>	<b>(171,900)</b>	<b>39%</b>	

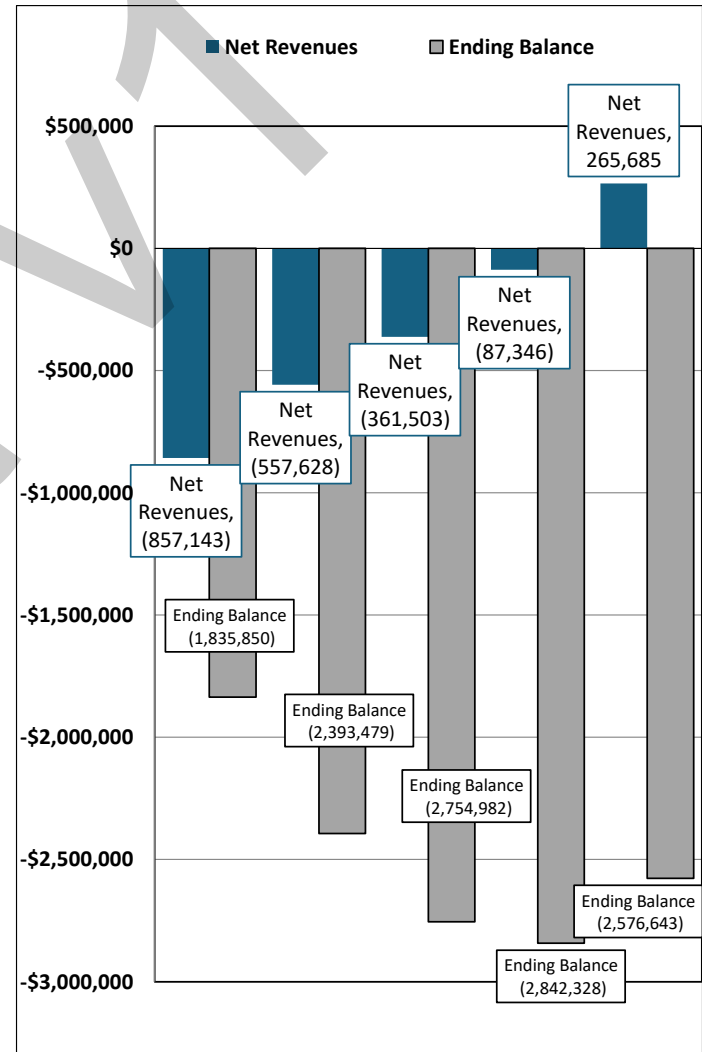
Contra Costa School of Performing Arts  
2024-25 First Interim Budget  
Budget Detail & Prior Budget Comparison

Description	July Budget	YTD Actuals through 10/31	24-25 First Interim Budget	Budget Change	Percent Spent	Comments
<b>6000 - Capital Outlay</b>						
6900 Depreciation	14,539	-	14,539	-	0%	
<b>TTL Capital Outlay</b>	<b>14,539</b>	<b>-</b>	<b>14,539</b>	<b>-</b>	<b>0%</b>	
<b>7000 - Other Outgo</b>						
7438 Interest Expense	904,950	226,238	904,950	-	25%	
<b>TTL Other Outgo</b>	<b>904,950</b>	<b>226,238</b>	<b>904,950</b>	<b>-</b>	<b>25%</b>	
<b>TTL EXPENDITURES</b>	<b>5,629,599</b>	<b>1,654,938</b>	<b>5,422,266</b>	<b>(207,333)</b>		
<b>Revenues less Expenditures</b>	<b>(302,787)</b>	<b>(699,663)</b>	<b>(857,143)</b>	<b>(554,356)</b>		
<b>Beginning Fund Balance</b>	<b>(978,708)</b>		<b>(978,708)</b>			
<b>Net Revenues</b>	<b>(302,787)</b>		<b>(857,143)</b>			
<b>ENDING BALANCE</b>	<b>(1,281,495)</b>		<b>(1,835,850)</b>			
<b>ENDING BALANCE AS % OF OUTGO</b>	<b>-22.8%</b>		<b>-33.9%</b>			

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**Contra Costa School of Performing Arts  
2024-25 First Interim Budget  
Multi-Year Projection Summary**

Description	2024-25	2025-26	2026-27	2027-28	2028-29
<b>Projected Enrollment:</b>	<b>281</b>	<b>350</b>	<b>375</b>	<b>400</b>	<b>425</b>
<b>Projected P-2 ADA:</b>	<b>261.13</b>	<b>325.26</b>	<b>348.49</b>	<b>371.72</b>	<b>394.95</b>
<b>Revenues:</b>					
General Purpose Entitlement	3,309,435	4,130,458	4,515,151	4,971,923	5,442,125
Federal Revenue	212,867	91,390	116,674	124,005	130,970
Other State Revenue	718,252	522,356	566,336	599,139	735,997
Other Local Revenue	324,570	221,435	221,435	221,435	221,435
<b>TTL Revenues</b>	<b>4,565,124</b>	<b>4,965,639</b>	<b>5,419,595</b>	<b>5,916,502</b>	<b>6,530,528</b>
<b>Expenditures:</b>					
Certificated Salaries	1,789,271	1,851,170	1,954,308	2,059,509	2,166,813
Non-Certificated Salaries	564,882	536,692	582,426	594,075	640,956
Benefits	671,638	711,341	770,230	829,719	892,979
Books/Supplies/Materials	504,024	517,733	531,816	546,281	561,140
Services/Operations	972,962	986,841	1,022,830	1,054,775	1,083,465
Capital Outlay	14,539	14,539	14,539	14,539	14,539
Other Outgo	904,950	904,950	904,950	904,950	904,950
<b>TTL Expenditures</b>	<b>5,422,266</b>	<b>5,523,268</b>	<b>5,781,099</b>	<b>6,003,848</b>	<b>6,264,842</b>
<b>Net Revenues</b>	<b>(857,143)</b>	<b>(557,628)</b>	<b>(361,503)</b>	<b>(87,346)</b>	<b>265,685</b>
<b>Beginning Fund Balance</b>	<b>(978,708)</b>	<b>(1,835,850)</b>	<b>(2,393,479)</b>	<b>(2,754,982)</b>	<b>(2,842,328)</b>
<b>Net Revenues</b>	<b>(857,143)</b>	<b>(557,628)</b>	<b>(361,503)</b>	<b>(87,346)</b>	<b>265,685</b>
<b>ENDING BALANCE</b>	<b>(1,835,850)</b>	<b>(2,393,479)</b>	<b>(2,754,982)</b>	<b>(2,842,328)</b>	<b>(2,576,643)</b>
<b>ENDING BALANCE (% of Outgo)</b>	<b>-33.9%</b>	<b>-43.3%</b>	<b>-47.7%</b>	<b>-47.3%</b>	<b>-41.1%</b>





**Contra Costa School of Performing Arts  
2024-25 First Interim Budget  
2024-25 Cash Flow**

Description	24-25 First Interim Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		375,180	698,869	876,208	870,245	686,479	499,563	535,633	489,130	426,238	345,970	290,356	143,040		
CASH INFLOWS															
REVENUES															
LCFF State Aid	1,684,233	-	99,620	99,620	101,685	101,685	190,847	190,847	190,847	141,817	141,817	141,817	141,817	141,817	1,684,233
Education Protection Account	53,553	-	-	-	16,389	-	-	16,389	-	-	10,387	-	-	10,387	53,553
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,571,649	-	115,434	230,869	153,913	116,708	116,708	116,708	116,708	116,708	162,630	81,315	81,315	162,630	1,571,649
Other Federal Revenues	212,867	17,378	-	-	-	-	25,240	9,412	9,412	41,067	9,412	9,412	9,412	82,120	212,867
State Special Education	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenues	718,252	(20)	20,384	37,210	26,297	27,964	53,413	53,413	53,413	53,413	53,413	53,413	53,413	232,529	718,252
Local Revenues	324,570	12,155	6,991	8,629	8,723	8,114	91,249	8,114	8,114	8,114	8,114	8,114	8,114	140,025	324,570
<b>TOTAL REVENUES</b>	<b>4,565,124</b>	<b>29,513</b>	<b>242,428</b>	<b>376,328</b>	<b>307,007</b>	<b>254,471</b>	<b>477,456</b>	<b>394,883</b>	<b>378,494</b>	<b>361,119</b>	<b>385,773</b>	<b>294,071</b>	<b>294,071</b>	<b>769,509</b>	<b>4,565,124</b>
EXPENDITURES															
Certificated Salaries	1,789,271	38,967	152,836	146,034	141,657	146,842	146,842	146,842	146,842	146,842	146,842	146,842	146,842	135,041	1,789,271
Classified Salaries	564,882	21,137	46,889	49,862	49,752	49,807	49,807	49,807	49,807	49,807	49,807	49,807	42,779	5,814	564,882
Benefits	671,638	15,840	57,789	54,385	53,936	56,104	56,104	56,104	56,104	56,104	56,104	56,104	54,099	42,862	671,638
Books & Supplies	504,024	390	12,014	156,375	47,856	38,924	38,924	38,924	38,924	38,924	38,924	38,924	14,924	-	504,024
Services & Operations	972,962	99,107	65,493	130,050	83,929	74,298	74,298	74,298	74,298	74,298	74,298	74,298	74,298	-	972,962
Capital Outlay	14,539	-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Outgo	904,950	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	-	904,950
<b>TOTAL EXPENSES</b>	<b>5,422,266</b>	<b>250,854</b>	<b>410,433</b>	<b>612,119</b>	<b>452,543</b>	<b>441,387</b>	<b>441,387</b>	<b>441,387</b>	<b>441,387</b>	<b>441,387</b>	<b>441,387</b>	<b>441,387</b>	<b>422,893</b>	<b>183,717</b>	<b>5,422,266</b>
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		654,279	40,864	119,201	22,907	-	-	-	-	-	-	-	-	-	837,252
Net Change in Payables		(109,249)	(45,520)	110,627	(61,137)	-	-	-	-	-	-	-	-	-	(105,279)
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Inflows/(Outflows)		-	350,000	-	-	-	-	-	-	-	-	-	-	-	350,000
<b>NET INFLOWS/OUTFLOWS</b>		<b>545,031</b>	<b>345,344</b>	<b>229,829</b>	<b>(38,230)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,539</b>	<b>-</b>	<b>-</b>
<b>ENDING CASH BALANCE</b>		<b>698,869</b>	<b>876,208</b>	<b>870,245</b>	<b>686,479</b>	<b>499,563</b>	<b>535,633</b>	<b>489,130</b>	<b>426,238</b>	<b>345,970</b>	<b>290,356</b>	<b>143,040</b>	<b>28,757</b>		
<b>Days Cash On Hand</b>		<b>47</b>	<b>59</b>	<b>59</b>	<b>46</b>	<b>34</b>	<b>36</b>	<b>33</b>	<b>29</b>	<b>23</b>	<b>20</b>	<b>10</b>	<b>2</b>		

**Contra Costa School of Performing Arts  
2024-25 First Interim Budget  
2025-26 Cash Flow**

Description	2025-26 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		28,757	(227,158)	(230,851)	(440,866)	(558,443)	(730,354)	(1,098,971)	(1,136,883)	(1,194,719)	(1,315,284)	(1,367,399)	(1,530,989)		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,154,832	-	127,455	127,455	130,097	130,097	244,172	244,172	244,172	181,442	181,442	181,442	181,442	181,442	2,154,832
Education Protection Account	65,100	-	-	-	19,923	-	-	19,923	-	-	12,627	-	-	12,627	65,100
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,910,526	-	140,324	280,649	187,100	141,873	141,873	141,873	141,873	141,873	197,696	98,848	98,848	197,696	1,910,526
Other Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Special Education	522,356	-	-	-	-	-	-	-	-	-	-	-	-	522,356	522,356
Other State Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Revenues	221,435	8,292	4,770	5,887	5,951	5,536	62,254	5,536	5,536	5,536	5,536	5,536	5,536	95,531	221,435
<b>TOTAL REVENUES</b>	<b>4,965,639</b>	<b>8,292</b>	<b>272,548</b>	<b>413,991</b>	<b>343,071</b>	<b>277,506</b>	<b>448,299</b>	<b>411,504</b>	<b>391,581</b>	<b>328,851</b>	<b>397,301</b>	<b>285,826</b>	<b>285,826</b>	<b>1,101,043</b>	<b>4,965,639</b>
EXPENDITURES															
Certificated Salaries	1,851,170	40,315	158,123	151,086	146,558	151,922	151,922	151,922	151,922	151,922	151,922	151,922	151,922	139,712	1,851,170
Classified Salaries	536,692	20,083	44,549	47,374	47,269	47,321	47,321	47,321	47,321	47,321	47,321	47,321	40,644	5,524	536,692
Benefits	711,341	16,777	61,205	57,600	57,124	59,420	59,420	59,420	59,420	59,420	59,420	59,420	57,297	45,396	711,341
Books & Supplies	517,733	401	12,341	160,628	49,158	39,982	39,982	39,982	39,982	39,982	39,982	39,982	15,330	-	517,733
Services & Operations	986,841	100,521	66,427	131,905	85,127	75,358	75,358	75,358	75,358	75,358	75,358	75,358	75,358	-	986,841
Capital Outlay	14,539	-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Outgo	904,950	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	-	904,950
<b>TOTAL EXPENSES</b>	<b>5,523,268</b>	<b>253,508</b>	<b>418,057</b>	<b>624,006</b>	<b>460,648</b>	<b>449,416</b>	<b>449,416</b>	<b>449,416</b>	<b>449,416</b>	<b>449,416</b>	<b>449,416</b>	<b>449,416</b>	<b>430,502</b>	<b>190,632</b>	<b>5,523,268</b>
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		173,018	141,817	-	-	-	-	-	-	-	-	-	-	-	314,835
Net Change in Payables		(183,717)	-	-	-	-	-	-	-	-	-	-	-	-	(183,717)
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inflows/(Outflows)		-	-	-	-	-	(367,500)	-	-	-	-	-	-	-	(367,500)
<b>NET INFLOWS/OUTFLOWS</b>		<b>(10,699)</b>	<b>141,817</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(367,500)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>ENDING CASH BALANCE</b>		<b>(227,158)</b>	<b>(230,851)</b>	<b>(440,866)</b>	<b>(558,443)</b>	<b>(730,354)</b>	<b>(1,098,971)</b>	<b>(1,136,883)</b>	<b>(1,194,719)</b>	<b>(1,315,284)</b>	<b>(1,367,399)</b>	<b>(1,530,989)</b>	<b>(1,675,665)</b>		
<b>Days Cash On Hand</b>		<b>(15)</b>	<b>(16)</b>	<b>(30)</b>	<b>(38)</b>	<b>(49)</b>	<b>(74)</b>	<b>(77)</b>	<b>(81)</b>	<b>(89)</b>	<b>(92)</b>	<b>(103)</b>	<b>(113)</b>		

**Contra Costa School of Performing Arts  
2024-25 First Interim Budget  
2026-27 Cash Flow**

Description	2026-27 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		(1,675,665)	(1,929,904)	(2,071,414)	(2,273,378)	(2,382,827)	(2,551,149)	(2,535,783)	(2,555,790)	(2,597,142)	(2,708,315)	(2,746,149)	(2,903,421)		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,398,409	-	141,862	141,862	144,803	144,803	271,773	271,773	271,773	201,952	201,952	201,952	201,952	201,952	2,398,409
Education Protection Account	69,750	-	-	-	21,346	-	-	21,346	-	-	13,529	-	-	13,529	69,750
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	2,046,992	-	150,347	300,695	200,464	152,007	152,007	152,007	152,007	152,007	211,817	105,909	105,909	211,817	2,046,992
Other Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Special Education	566,336	-	-	-	-	-	-	-	-	-	-	-	-	566,336	566,336
Other State Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Revenues	221,435	8,292	4,770	5,887	5,951	5,536	62,254	5,536	5,536	5,536	5,536	5,536	5,536	95,531	221,435
<b>TOTAL REVENUES</b>	<b>5,419,595</b>	<b>8,292</b>	<b>296,978</b>	<b>448,444</b>	<b>372,564</b>	<b>302,346</b>	<b>486,033</b>	<b>450,661</b>	<b>429,316</b>	<b>359,494</b>	<b>432,834</b>	<b>313,396</b>	<b>313,396</b>	<b>1,205,840</b>	<b>5,419,595</b>
EXPENDITURES															
Certificated Salaries	1,954,308	42,561	166,933	159,504	154,723	160,386	160,386	160,386	160,386	160,386	160,386	160,386	160,386	147,497	1,954,308
Classified Salaries	582,426	21,794	48,345	51,411	51,298	51,354	51,354	51,354	51,354	51,354	51,354	51,354	44,108	5,995	582,426
Benefits	770,230	18,166	66,272	62,369	61,853	64,339	64,339	64,339	64,339	64,339	64,339	64,339	62,040	49,154	770,230
Books & Supplies	531,816	411	12,677	164,997	50,495	41,070	41,070	41,070	41,070	41,070	41,070	41,070	15,747	-	531,816
Services & Operations	1,022,830	104,187	68,849	136,716	88,231	78,106	78,106	78,106	78,106	78,106	78,106	78,106	78,106	-	1,022,830
Capital Outlay	14,539	-	-	-	-	-	-	-	-	-	-	-	14,539	-	14,539
Other Outgo	904,950	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	-	904,950
<b>TOTAL EXPENSES</b>	<b>5,781,099</b>	<b>262,531</b>	<b>438,489</b>	<b>650,408</b>	<b>482,012</b>	<b>470,668</b>	<b>470,668</b>	<b>470,668</b>	<b>470,668</b>	<b>470,668</b>	<b>470,668</b>	<b>470,668</b>	<b>450,338</b>	<b>202,645</b>	<b>5,781,099</b>
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Payables		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inflows/(Outflows)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>NET INFLOWS/OUTFLOWS</b>															
<b>ENDING CASH BALANCE</b>		<b>(1,929,904)</b>	<b>(2,071,414)</b>	<b>(2,273,378)</b>	<b>(2,382,827)</b>	<b>(2,551,149)</b>	<b>(2,535,783)</b>	<b>(2,555,790)</b>	<b>(2,597,142)</b>	<b>(2,708,315)</b>	<b>(2,746,149)</b>	<b>(2,903,421)</b>	<b>(3,040,362)</b>		
Days Cash On Hand		(130)	(140)	(153)	(161)	(172)	(171)	(173)	(175)	(183)	(185)	(196)	(205)		