



**CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064

Phone (619) 404-3190 \* Fax (619) 749-1792

**Regularly Scheduled Board Meeting**

**Cabrillo Point Academy**

**3152 Red Hill Ave. #150**

**Costa Mesa, CA 92626**

**August 23, 2022 – 1:00pm**

**Through Teleconference**

**Join Zoom Meeting**

**<https://cabrillopoinacademy-org.zoom.us/j/83051980359?pwd=REN1Z1B2WDM4Z3Nra0c2ZEQ4Qko4QT09>**

**Meeting ID: 830 5198 0359**

**Dial by your location**

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**Find your local number:**

**<https://cabrillopoinacademy-org.zoom.us/j/83051980359?pwd=REN1Z1B2WDM4Z3Nra0c2ZEQ4Qko4QT09>**

**AGENDA**

1. Call to Order
2. Approval of the Agenda
3. Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
4. Public Comments
5. Closed Session – Conference with Legal Counsel – Anticipated Litigation (Two Cases) § 54956.9
6. Discussion and Potential Action on the July Financials
7. Discussion and Potential Action on the Assumption of Lease and Consent of Lessor
8. Discussion and Potential Action on the Sublease and Shared Use Agreement
9. Discussion and Potential Action on the Proposed Amended Conflict of Interest Code
10. Executive Director's Report
11. Board Recruitment Ad-hoc Committee Report
12. Discussion and Potential Action on Board Recruitment

### 13. Discussion and Potential Action on the 2022-2023 Board Calendar

### 14. Consent Agenda

The following items are considered by the Executive Director to be of a routine nature.

The last item in this section is a single vote to approve them en masse with one motion. Any recommendation may be removed at the request of any Board Member and placed on the regular agenda.

- a. Regular Board Meeting Minutes from June 14, 2022
- b. Special Board Meeting Minutes from June 28, 2022
- c. Special Board Meeting Minutes from July 14, 2022
- d. Special Board Meeting Minutes from August 9, 2022
- e. 2022-2023 Compensation Policy
- f. 2022-2023 English Learner (EL) Master Plan

### 15. Announcement of Next Regular Scheduled Board Meeting

### 16. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items either in person through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Any person on zoom wishing to speak please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Cabrillo Point Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (619) 782-6464 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



**Resolution of Cabrillo Point Academy Board of Directors  
2022-19**

**Continuing School Board Authority to Hold Virtual Meetings  
Pursuant to AB 361**

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

**WHEREAS**, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of

emergency. (B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

**THEREFORE, BE IT RESOLVED** that the Board of Directors of Cabrillo Point Academy finds that the Governor's March 4, 2020, declaration of a state of emergency due to the COVID-19 pandemic remains active.

**BE IT FURTHER RESOLVED**, the Board of Directors of Cabrillo Point Academy finds that due to the state of emergency meeting in person would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of variants of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of contagious individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of board members, staff, and the public.

**PASSED AND ADOPTED** by the following vote of the Board of Directors of Cabrillo Point Academy, County of Orange, State of California on August 23rd, 2022.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENCES: \_\_\_\_\_

President, Board of Directors



# **Cabrillo Point Academy**

Monthly Financial Presentation – July 2022

# Highlights

## Highlights

- Revenue increased by \$2.6M
- Expenses in line with budget
- YE surplus is projected at \$4.7M

## Compliance and Reporting

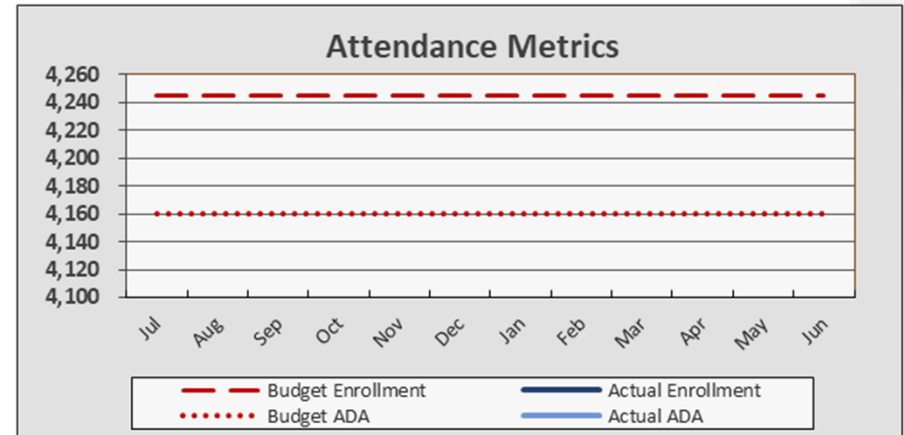
- 25:1 PTR is within compliance
- 40/80 has fallen out of compliance due to increase in revenue

Pupil:Teacher Ratio	
20.29	:1

Cert.	Instr.
52.2%	79.8%
6,369,979	(87,078)

# Attendance

<b>Enrollment &amp; Per Pupil Data</b>			
	<b><u>Actual</u></b>	<b><u>Forecast</u></b>	<b><u>Budget</u></b>
Average Enrollment	<i>n/a</i>	4245	4245
ADA	<i>n/a</i>	4160	4160
Attendance Rate	<i>n/a</i>	98.0%	98.0%
Unduplicated %	<i>n/a</i>	34.3%	34.3%
Revenue per ADA		\$12,591	\$11,976
Expenses per ADA		\$11,451	\$11,452



- Attendance will change based on enrollment and attendance this year

# Revenue

- Revenue increased by \$2.6M to due to COLA increase in state budget

## Revenue

State Aid-Rev Limit  
Federal Revenue  
Other State Revenue  
Other Local Revenue

## Total Revenue

Year-to-Date		
Actual	Budget	Fav/(Unf)
\$ 2,127,460	\$ 2,000,635	\$ 126,825
-	24,739	(24,739)
160,500	161,301	(801)
15,044	-	15,044
<b>\$ 2,303,004</b>	<b>\$ 2,186,675</b>	<b>\$ 116,329</b>

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 44,689,533	\$ 42,188,823	\$ 2,500,710
2,954,982	2,952,382	2,600
4,718,645	4,681,620	37,025
15,044	-	15,044
<b>\$ 52,378,203</b>	<b>\$ 49,822,825</b>	<b>\$ 2,555,379</b>

# Expenses

- Expenses in line with budget
  - Salaries & Benefits: -\$450K to match current staffing levels
  - Books & Supplies: +\$360K for the purchase of digital books

## Expenses

Year-to-Date		
Actual	Budget	Fav/(Unf)
Certificated Salaries	\$ 469,392	\$ 206,775
Classified Salaries	284,784	296,681
Benefits	349,440	305,871
Books and Supplies	564,537	271,939
Subagreement Services	(7,190)	409,410
Operations	42,165	43,933
Facilities	55,004	15,371
Professional Services	110,557	142,220
Depreciation	655	1,619
Interest	-	-
<b>Total Expenses</b>	<b>\$ 1,869,343</b>	<b>\$ 1,693,820</b>

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 17,630,430	\$ 18,532,354	\$ 901,925
3,548,280	3,560,178	11,898
7,896,845	7,431,370	(465,475)
7,685,648	7,307,514	(378,134)
8,143,037	8,143,730	693
525,432	527,200	1,768
224,086	184,453	(39,633)
1,964,373	1,933,639	(30,734)
18,464	19,429	964
-	-	-
<b>\$ 47,636,595</b>	<b>\$ 47,639,868</b>	<b>\$ 3,272</b>

# Fund Balance

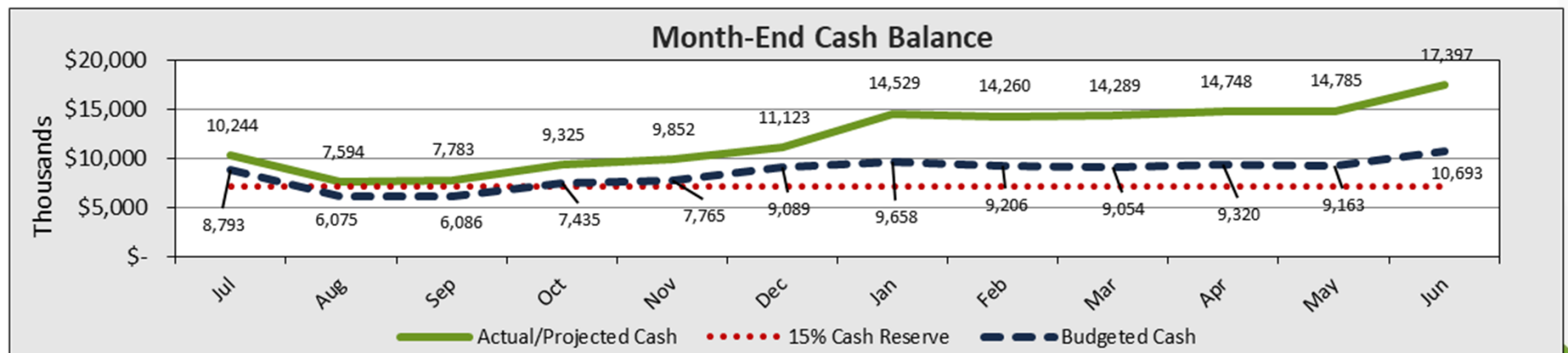
- Year-end surplus forecasted at **10%** of total expenses
- Projected end of year fund balance exceeds State requirements.

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 433,661	\$ 492,855	\$ (59,194)
Beginning Fund Balance	<u>8,838,198</u>	<u>8,838,198</u>	
Ending Fund Balance	<u><b>\$ 9,271,859</b></u>	<u><b>\$ 9,331,053</b></u>	
<i>As a % of Annual Expenses</i>	<i>19.5%</i>	<i>19.6%</i>	

<i>Annual/Full Year</i>		
Forecast	Budget	Fav/(Unf)
\$ 4,741,608	\$ 2,182,957	\$ 2,558,651
<u>8,838,198</u>	<u>8,838,198</u>	
<u><b>\$ 13,579,807</b></u>	<u><b>\$ 11,021,155</b></u>	
<i>28.5%</i>	<i>23.1%</i>	

# Cash Balance

- End of Year cash balance: **\$10.4M**
- No projected borrowing/factoring needed



# Compliance



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Aug-26	<b>Mandate Block Grant Application</b> - Mandate Block Grant funding is available to fund the costs of mandated programs and activities. The Mandate Block Grant application is the only option for charter schools to receive this funding. (2021/22 funding per PY ADA K-8 \$18.34, 9-12 \$50.98).	Charter Impact	No	No	<a href="https://www.cde.ca.gov/fg/aa/ca/mandatebg.asp">https://www.cde.ca.gov/fg/aa/ca/mandatebg.asp</a>
DATA TEAM	Aug-26	<b>CALPADS EOY 1 Amendment Window Deadline</b> - Course completion data for grades 7-12, CTE participants, concentrators, and work-based learning indicators must be submitted to CDE by 8/26/2022.	Schools	No	No	<a href="https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp">https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp</a>
DATA TEAM	Aug-26	<b>CALPADS EOY 2 Amendment Window Deadline</b> - Program eligibility/participation data must be submitted to CDE by 8/26/2022.	Schools	No	No	<a href="https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp">https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp</a>
DATA TEAM	Aug-26	<b>CALPADS EOY 3 Amendment Window Deadline</b> - Student incidents, cumulative enrollment, student absense summary, one-year graduate and completer counts, count of English learner (EL) reclassified during school year, homeless student counts must be submitted to CDE by 8/26/2022.	Schools	No	No	<a href="https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp">https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp</a>
DATA TEAM	Aug-26	<b>CALPADS EOY 4 Amendment Window Deadline</b> - Special education and postsecondary outcomes for students with disabilities prior year completers data must be submitted to CDE by 8/26/2022.	Schools	No	No	<a href="https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp">https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp</a>
DATA TEAM	Aug-31	<b>Administer English Language Proficiency Assessment for California (ELPAC) Initial Assessment</b> - Based on the results of the home language survey, every pupil in California whose native language is not English is required to be tested within 30 days of the start of school. Be sure to note your school's 30th day of instruction and test all ELPAC students before that date. This reporting is used for students' academic performance and state and federal accountability reporting requirements.	Schools	No	No	<a href="https://www.cde.ca.gov/ta/tg/ep/">https://www.cde.ca.gov/ta/tg/ep/</a>
FINANCE	Sep-02	<b>Year-End Maintenance of Effort (Special Education)</b> - Report due to Charter school's SELPA. Maintenance of Effort (MOE) is a requirement that you spend each year at least what you spent last year in the area of special education (with some exceptions). If you reduce your special education budget (or expenditures) in a given year, you need to be careful to ensure that you have met the MOE requirement. This does not mean you cannot reduce costs, but you must do so within the guidelines of federal MOE.	Charter Impact	No	No	
FINANCE	Sep-09	<b>Unaudited Actual Reports</b> - Annual unaudited financial statements for the preceding year are due by date set by the charter authorizer (no later than September 15th).	Charter Impact	Yes	Yes	<a href="https://www.cde.ca.gov/fg/sf/fr/csalternative.asp">https://www.cde.ca.gov/fg/sf/fr/csalternative.asp</a>
FINANCE	Sep-12	<b>Complete Consolidated Application Reporting</b> - Spring - The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in May, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program.	Charter Impact with School support	Yes	No	<a href="https://www.cde.ca.gov/fg/aa/co/index.asp">https://www.cde.ca.gov/fg/aa/co/index.asp</a>
FINANCE	Sep-30	<b>The Educator Effectiveness Funds (EEF) Annual Report</b> - Annual report due each year on Sep 30th through 2026. <i>The final reporting system is under development and will be available prior to September 30, 2022.</i>	Charter Impact with School	No	No	<a href="https://www.cde.ca.gov/pd/ee/eeef2021.asp">https://www.cde.ca.gov/pd/ee/eeef2021.asp</a>





# Appendices

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

## Revised 08/16/22

## Revenues

8096 In Lieu of Property Taxes

8299 Prior Year Federal Revenue

8599 Other State Revenue

8990 Contributions, Restricted

1900 Other Certificated Salaries

3901 Other Benefits



**CHARTER**  
**IMPACT**

# Cabrillo Point Academy

## Monthly Cash Flow/Forecast FY22-23

Revised 08/16/22

ADA = 4160.10



### Books and Supplies

4100	Textbooks and Core Materials	31,265	7,675	7,675	7,675	7,675	7,675	7,675	7,675	7,675	7,675	7,675	-
4200	Books and Reference Materials	-	-	-	-	-	-	-	-	-	-	-	-
4302	School Supplies	87,044	603,631	441,962	209,362	164,744	166,276	224,462	459,235	539,773	369,688	363,661	84,905
4305	Software	440,881	81,083	81,083	81,083	81,083	81,083	81,083	81,083	81,083	81,083	81,083	-
4310	Office Expense	5,229	10,550	10,550	10,550	10,550	10,550	10,550	10,550	10,550	10,550	10,550	-
4311	Business Meals	117	50	50	50	50	50	50	50	50	50	50	-
4312	School Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-
4400	Noncapitalized Equipment	-	399,427	292,449	138,536	109,012	110,026	148,528	303,878	357,171	244,625	240,637	56,182
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-

Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals
564,537	1,102,416	833,770	447,257	373,114	375,660	472,348	862,471	996,302	713,672	703,656	240,445	-

115,690	3,714,743	1,332,797	121,279	667	2,400,471	7,685,648
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Original Budget Total	Favorable / (Unfav.)
92,100	(23,590)
3,714,743	-
973,000	(359,797)
126,600	5,321
600	(67)
-	-
2,400,471	-
-	-
7,307,514	(378,134)

### Subagreement Services

5101	Nursing	-	50	50	50	50	50	50	50	50	50	50	-
5102	Special Education	132	295,327	295,327	295,327	295,327	295,327	295,327	295,327	295,327	295,327	295,327	-
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-
5104	Transportation	-	92	92	92	92	92	92	92	92	92	92	-
5105	Security	-	683	683	683	683	683	683	683	683	683	683	-
5106	Other Educational Consultants	(7,322)	814,097	596,060	282,360	222,184	224,251	302,724	619,354	727,973	498,586	490,457	114,508
5107	Instructional Services	-	-	-	-	-	-	-	-	-	-	-	-

(7,190)	1,110,249	892,212	578,512	518,336	520,403	598,876	915,506	1,024,125	794,738	786,610	410,660	-
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550	3,248,732	1,008	7,517	4,885,230	8,143,037
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600	50
3,248,600	(132)
-	-
1,100	92
8,200	683
4,885,230	-
-	-
8,143,730	693

### Operations and Housekeeping

5201	Auto and Travel	684	7,267	7,267	7,267	7,267	7,267	7,267	7,267	7,267	7,267	7,267	-
5300	Dues & Memberships	770	1,967	1,967	1,967	1,967	1,967	1,967	1,967	1,967	1,967	1,967	-
5400	Insurance	34,233	29,842	29,842	29,842	29,842	29,842	29,842	29,842	29,842	29,842	29,842	-
5501	Utilities	2,662	625	625	625	625	625	625	625	625	625	625	-
5502	Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-
5516	Miscellaneous Expense	-	783	783	783	783	783	783	783	783	783	783	-
5531	ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-
5900	Communications	3,388	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	-
5901	Postage and Shipping	429	1,475	1,475	1,475	1,475	1,475	1,475	1,475	1,475	1,475	1,475	-

42,165	43,933	43,933	43,933	43,933	43,933	43,933	43,933	43,933	43,933	43,933	43,933	-
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80,617	22,403	9,537	8,617	25,113	16,654	525,432
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87,200	6,583
23,600	1,197
358,100	(4,392)
7,500	(2,037)
-	-
9,400	783
-	-
23,700	(1,413)
17,700	1,046
527,200	1,768

### Facilities, Repairs and Other Leases

5601	Rent	51,944	14,521	14,521	14,521	14,521	14,521	14,521	14,521	14,521	14,521	14,521	-
5602	Additional Rent	-	17	17	17	17	17	17	17	17	17	17	-
5603	Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-
5604	Other Leases	3,060	825	825	825	825	825	825	825	825	825	825	-
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
5610	Repairs and Maintenance	-	8	8	8	8	8	8	8	8	8	8	-

55,004	15,371	15,371	15,371	15,371	15,371	15,371	15,371	15,371	15,371	15,371	15,371	-
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211,676	183	12,135	92	224,086
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174,253	(37,423)
200	17
-	-
9,900	(2,235)
-	-
100	8
184,453	(39,633)

### Professional/Consulting Services

5801	IT	30	12,517	12,517	12,517	12,517	12,517	12,517	12,517	12,517	12,517	12,517	-
5802	Audit & Taxes	-	-	-	2,867	2,867	2,867	-	-	-	-	-	-
5803	Legal	-	21,050	21,050	21,050	21,050	21,050	21,050	21,050	21,050	21,050	21,050	-
5804	Professional Development	8,322	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	5,358	-
5805	General Consulting	213	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	-
5806	Special Activities/Field Trips	3,814	8,093	5,925	2,807	2,209	2,229	3,009	6,157	7,237	4,956	4,876	1,138
5807	Bank Charges	-	2,142	2,142	2,142	2,142	2,142	2,142	2,142	2,142	2,142	2,142	-
5808	Printing	106	-	-	-	-	-	-	-	-	-	-	-
5809	Other taxes and fees	93	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	2,108	-
5810	Payroll Service Fee	4,046	2,775	2,775	2,775	2,775	2,775	2,775	2,775	2,775	2,775	2,775	-
5811	Management Fee	72,658	76,385	76,385	76,385	76,385	76,385	76,385	76,385	76,385	76,385	76,385	-
5812	District Oversight Fee	21,275	21,825	39,403	41,092	39,011	39,011	41,092	39,764	40,380	41,761	39,681	2,921
5813	County Fees	-	-	-	475	-	-	475	-	-	475	-	475
5814	SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-
5815	Public Relations/Recruitment	-	-	-	-	-	-	-	-	-	-	-	-

110,557	154,378	169,788	171,700	168,547	168,567	169,036	170,381	172,076	171,652	169,016	165,279	3,396
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137,713	8,600	231,550	67,264	23,588	52,451	23,558	106	23,284	34,571	912,892	446,895	1,900
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150,200	12,487
8,600	-
252,600	21,050
64,300	(2,964)
25,500	1,912
52,451	-
25,700	2,142
-	(106)
25,300	2,016
33,300	(1,271)
871,899	(40,992)
421,888	(25,007)
1,900	-
-	-
-	-
1,933,639	(30,734)

### Depreciation

6900	Depreciation Expense	655	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-
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655	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-
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18,464	18,464
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19,429	964
19,429	964

### Interest

7438	Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-
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-	-	-	-	-	-	-	-	-	-	-	-	-
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### Total Expenses

1,869,343	5,021,387	4,550,114	3,851,813	3,714,342	3,968,188	3,928,293	4,627,969	4,855,270	4,334,406	4,313,627	2,598,447	3,396
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47,636,595	47,639,868	3,272
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4,741,608
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2,182,957	2,558,651
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### Monthly Surplus (Deficit)

433,661	(2,650,871)	187,252	595,748	525,215	1,269,385	754,293	(270,861)	27,136	457,412	35,163	2,610,911	767,164
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# Cabrillo Point Academy

## Monthly Cash Flow/Forecast FY22-23

Revised 08/16/22

ADA = 4160.10



### Cash Flow Adjustments

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals
Monthly Surplus (Deficit)	433,661	(2,650,871)	187,252	595,748	525,215	1,269,385	754,293	(270,861)	27,136	457,412	35,163	2,610,911	767,164
Cash flows from operating activities													
Depreciation/Amortization	655	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-
Public Funding Receivables	40,388	-	-	944,681	-	-	2,650,216	-	-	-	-	-	(770,560)
Grants and Contributions Rec.	19,766	-	-	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	465,130	-	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(369,979)	-	-	-	-	-	-	-	-	-	-	-	3,396
Accrued Expenses	(27,213)	-	-	-	-	-	-	-	-	-	-	-	-
Other Liabilities	18,229	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from investing activities													
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities													
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash	580,636	(2,649,252)	188,871	1,542,049	526,834	1,271,004	3,406,128	(269,242)	28,755	459,031	36,782	2,612,531	
Cash, Beginning of Month	9,662,964	10,243,600	7,594,348	7,783,219	9,325,267	9,852,102	11,123,105	14,529,234	14,259,992	14,288,747	14,747,778	14,784,560	
Cash, End of Month	10,243,600	7,594,348	7,783,219	9,325,267	9,852,102	11,123,105	14,529,234	14,259,992	14,288,747	14,747,778	14,784,560	17,397,091	

9.95%

4,741,608

18,464

2,864,726

19,766

-

465,130

-

(366,583)

(27,213)

18,229

-

-

-

-

-

-

-

-

-

Cert.	Instr.
52.2%	79.8%
6,369,979	(87,078)

Pupil:Teacher Ratio
20.29 :1

# Cabrillo Point Academy

## Budget vs Actual

For the period ended July 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
<b>Revenues</b>							
State Aid - Revenue Limit							
LCFF State Aid	\$ 2,127,460	\$ 2,000,635	\$ 126,825	\$ 2,127,460	\$ 2,000,635	\$ 126,825	\$ 40,370,484
Education Protection Account	-	-	-	-	-	-	832,020
In Lieu of Property Taxes	-	-	-	-	-	-	986,319
Total State Aid - Revenue Limit	2,127,460	2,000,635	126,825	2,127,460	2,000,635	126,825	42,188,823
Federal Revenue							
Special Education - Entitlement	-	24,739	(24,739)	-	24,739	(24,739)	499,212
Title I, Part A - Basic Low Income	-	-	-	-	-	-	483,386
Title II, Part A - Teacher Quality	-	-	-	-	-	-	98,135
Title III - Limited English	-	-	-	-	-	-	16,731
Other Federal Revenue	-	-	-	-	-	-	1,854,918
Total Federal Revenue	-	24,739	(24,739)	-	24,739	(24,739)	2,952,381
Other State Revenue							
State Special Education	160,500	161,301	(801)	160,500	161,301	(801)	3,254,862
Mandated Cost	-	-	-	-	-	-	98,146
State Lottery	-	-	-	-	-	-	948,503
Other State Revenue	-	-	-	-	-	-	380,109
Total Other State Revenue	160,500	161,301	(801)	160,500	161,301	(801)	4,681,620
Other Local Revenue							
Interest Revenue	1,494	-	1,494	1,494	-	1,494	-
Contributions, Unrestricted	13,550	-	13,550	13,550	-	13,550	-
Total Other Local Revenue	15,044	-	15,044	15,044	-	15,044	-
<b>Total Revenues</b>	<b>\$ 2,303,004</b>	<b>\$ 2,186,675</b>	<b>\$ 116,329</b>	<b>\$ 2,303,004</b>	<b>\$ 2,186,675</b>	<b>\$ 116,329</b>	<b>\$ 49,822,825</b>
<b>Expenses</b>							
Certificated Salaries							
Teachers' Salaries	\$ 248,713	\$ -	\$ (248,713)	\$ 248,713	\$ -	\$ (248,713)	\$ 12,470,842
Teachers' Extra Duty/Stipends	28,106	26,900	(1,206)	28,106	26,900	(1,206)	2,442,427
Pupil Support Salaries	23,263	-	(23,263)	23,263	-	(23,263)	1,460,586
Administrators' Salaries	145,189	138,406	(6,783)	145,189	138,406	(6,783)	1,660,875
Other Certificated Salaries	24,120	41,469	17,348	24,120	41,469	17,348	497,624
Total Certificated Salaries	469,392	206,775	(262,617)	469,392	206,775	(262,617)	18,532,354
Classified Salaries							
Instructional Salaries	30,064	32,542	2,477	30,064	32,542	2,477	390,500
Support Salaries	73,913	79,405	5,493	73,913	79,405	5,493	952,866
Supervisors' and Administrators' Salaries	57,181	49,232	(7,949)	57,181	49,232	(7,949)	590,778
Clerical and Office Staff Salaries	83,201	106,993	23,792	83,201	106,993	23,792	1,283,914
Other Classified Salaries	40,424	28,510	(11,914)	40,424	28,510	(11,914)	342,120
Total Classified Salaries	284,784	296,681	11,898	284,784	296,681	11,898	3,560,178
Benefits							
State Teachers' Retirement System, certificated positions	86,392	39,494	(46,898)	86,392	39,494	(46,898)	3,539,680
OASDI/Medicare/Alternative, certificated positions	17,281	18,394	1,113	17,281	18,394	1,113	220,731
Medicare/Alternative, certificated positions	10,425	7,300	(3,125)	10,425	7,300	(3,125)	320,342
Health and Welfare Benefits, certificated positions	223,180	220,875	(2,305)	223,180	220,875	(2,305)	2,650,500
State Unemployment Insurance, certificated positions	533	7,081	6,548	533	7,081	6,548	141,610
Workers' Compensation Insurance, certificated positions	11,630	7,048	(4,581)	11,630	7,048	(4,581)	309,296
Other Benefits, certificated positions	-	5,679	5,679	-	5,679	5,679	249,212
Total Benefits	349,440	305,871	(43,569)	349,440	305,871	(43,569)	7,431,370
Books & Supplies							
Textbooks and Core Materials	31,265	7,675	(23,590)	31,265	7,675	(23,590)	92,100
School Supplies	87,044	104,835	17,791	87,044	104,835	17,791	3,714,743
Software	440,881	81,083	(359,797)	440,881	81,083	(359,797)	973,000
Office Expense	5,229	10,550	5,321	5,229	10,550	5,321	126,600
Business Meals	117	50	(67)	117	50	(67)	600
Noncapitalized Equipment	-	67,745	67,745	-	67,745	67,745	2,400,471
Total Books & Supplies	564,537	271,938	(292,598)	564,537	271,938	(292,598)	7,307,514
Subagreement Services							
Nursing	-	50	50	-	50	50	600
Special Education	132	270,717	270,585	132	270,717	270,585	3,248,600
Transportation	-	92	92	-	92	92	1,100
Security	-	683	683	-	683	683	8,200
Other Educational Consultants	(7,322)	137,868	145,190	(7,322)	137,868	145,190	4,885,230
Total Subagreement Services	(7,190)	409,410	416,600	(7,190)	409,410	416,600	8,143,730
Operations & Housekeeping							
Auto and Travel	684	7,267	6,583	684	7,267	6,583	87,200
Dues & Memberships	770	1,967	1,197	770	1,967	1,197	23,600
Insurance	34,233	29,842	(4,392)	34,233	29,842	(4,392)	358,100

# Cabrillo Point Academy

## Budget vs Actual

For the period ended July 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Utilities	2,662	625	(2,037)	2,662	625	(2,037)	7,500
Miscellaneous Expense	-	783	783	-	783	783	9,400
Communications	3,388	1,975	(1,413)	3,388	1,975	(1,413)	23,700
Postage and Shipping	429	1,475	1,046	429	1,475	1,046	17,700
Total Operations & Housekeeping	42,165	43,933	1,768	42,165	43,933	1,768	527,200
Facilities, Repairs & Other Leases							
Rent	51,944	14,521	(37,423)	51,944	14,521	(37,423)	174,253
Additional Rent	-	17	17	-	17	17	200
Other Leases	3,060	825	(2,235)	3,060	825	(2,235)	9,900
Repairs and Maintenance	-	8	8	-	8	8	100
Total Facilities, Repairs & Other Leases	55,004	15,371	(39,633)	55,004	15,371	(39,633)	184,453
Professional/Consulting Services							
IT	30	12,517	12,487	30	12,517	12,487	150,200
Audit & Taxes	-	-	-	-	-	-	8,600
Legal	-	21,050	21,050	-	21,050	21,050	252,600
Professional Development	8,322	5,358	(2,964)	8,322	5,358	(2,964)	64,300
General Consulting	213	2,125	1,912	213	2,125	1,912	25,500
Special Activities/Field Trips	3,814	1,480	(2,334)	3,814	1,480	(2,334)	52,451
Bank Charges	-	2,142	2,142	-	2,142	2,142	25,700
Printing	106	-	(106)	106	-	(106)	-
Other Taxes and Fees	93	2,108	2,016	93	2,108	2,016	25,300
Payroll Service Fee	4,046	2,775	(1,271)	4,046	2,775	(1,271)	33,300
Management Fee	72,658	72,658	0	72,658	72,658	0	871,899
District Oversight Fee	21,275	20,006	(1,268)	21,275	20,006	(1,268)	421,888
County Fees	-	-	-	-	-	-	1,900
Total Professional/Consulting Services	110,557	142,220	31,663	110,557	142,220	31,663	1,933,639
Depreciation							
Depreciation Expense	655	1,619	964	655	1,619	964	19,429
Total Depreciation	655	1,619	964	655	1,619	964	19,429
<b>Total Expenses</b>	<b>\$ 1,869,343</b>	<b>\$ 1,693,820</b>	<b>\$ (175,523)</b>	<b>\$ 1,869,343</b>	<b>\$ 1,693,820</b>	<b>\$ (175,523)</b>	<b>\$ 47,639,868</b>
<b>Change in Net Assets</b>	<b>433,661</b>	<b>492,855</b>	<b>(59,194)</b>	<b>433,661</b>	<b>492,855</b>	<b>(59,194)</b>	<b>2,182,957</b>
Net Assets, Beginning of Period	8,838,198			8,838,198			
<b>Net Assets, End of Period</b>	<b>\$ 9,271,859</b>			<b>\$ 9,271,859</b>			

## Cabrillo Point Academy

### Statement of Financial Position

July 31, 2022

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
<b>Assets</b>				
<b>Current Assets</b>				
Unrestricted Cash	\$ 8,711,370	\$ 9,662,964	\$ (951,594)	-10%
Restricted Cash	1,532,230	-	1,532,230	0%
Total Cash & Cash Equivalents	10,243,600	9,662,964	580,636	-10%
<b>Current Assets</b>				
Accounts Receivable	2	19,769	(19,766)	-100%
Public Funding Receivables	1,835,169	1,875,557	(40,388)	-2%
Prepaid Expenses	562,319	1,027,449	(465,130)	-45%
<b>Total Current Assets</b>	<b>12,641,091</b>	<b>12,585,739</b>	<b>55,352</b>	<b>-157%</b>
<b>Long-Term Assets</b>				
Property & Equipment, Net	64,972	65,626	(655)	-1%
Deposits	58,034	58,034	-	0%
<b>Total Long Term Assets</b>	<b>123,006</b>	<b>123,661</b>	<b>(655)</b>	<b>-1%</b>
<b>Total Assets</b>	<b>\$ 12,764,097</b>	<b>\$ 12,709,399</b>	<b>\$ 54,698</b>	<b>0%</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 530,477	\$ 900,456	\$ (369,979)	-41%
Accrued Liabilities	1,429,531	1,456,744	(27,213)	-2%
Deferred Revenue	1,532,230	1,514,001	18,229	1%
<b>Total Current Liabilities</b>	<b>3,492,238</b>	<b>3,871,201</b>	<b>(378,963)</b>	<b>-10%</b>
<b>Total Liabilities</b>	<b>3,492,238</b>	<b>3,871,201</b>	<b>(378,963)</b>	<b>-10%</b>
<b>Total Net Assets</b>	<b>9,271,859</b>	<b>8,838,198</b>	<b>433,661</b>	<b>5%</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 12,764,097</b>	<b>\$ 12,709,399</b>	<b>\$ 54,698</b>	<b>0%</b>

## Cabrillo Point Academy

### Statement of Cash Flows

For the period ended July 31, 2022

	Month Ended 07/31/22	YTD Ended 07/31/22
<b>Cash Flows from Operating Activities</b>		
Change in Net Assets	\$ 433,661	\$ 433,661
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	655	655
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	40,388	40,388
Grants, Contributions & Pledges Receivable	19,766	19,766
Prepaid Expenses	465,130	465,130
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	(369,979)	(369,979)
Accrued Expenses	(27,213)	(27,213)
Deferred Revenue	18,229	18,229
<b>Total Cash Flows from Operating Activities</b>	<b>580,636</b>	<b>580,636</b>
Change in Cash & Cash Equivalents	580,636	580,636
Cash & Cash Equivalents, Beginning of Period	9,662,964	9,662,964
<b>Cash and Cash Equivalents, End of Period</b>	<b>\$ 10,243,600</b>	<b>\$ 10,243,600</b>



**Cabrillo Point Academy****Check Register**

For the period ended July 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
23317	Adriene Madden Publishing	7/5/2022	\$ 35.00
23318	Arden Jenner	7/5/2022	46.45
23319	Celebration Education	7/5/2022	324.00
23320	Children's Music Academy of La Mirada	7/5/2022	170.00
23321	E C E 4 Autism	7/5/2022	18,530.00
23322	Evan Sachs Piano Studio	7/5/2022	835.00
23323	Fidelity Security Life Insurance Co.	7/5/2022	2,279.37
23324	Glee Music Academy	7/5/2022	1,029.50
23325	McColgan & Associates INC	7/5/2022	2,789.50
23326	McGraw Hill LLC	7/5/2022	38,116.05
23327	Morey's Music Store, Inc.	7/5/2022	30.00
23328	Mubashera Chaudhry	7/5/2022	250.00
23329	Music Centre	7/5/2022	110.00
23330	OC Next Act	7/5/2022	1,260.00
23331	Orange County Riding Academy	7/5/2022	2,590.00
23332	Oxford Consulting Services, Inc.	7/5/2022	2,116.00
23333	Pliha Speech & Learning Center	7/5/2022	11,400.00
23334	Professional Tutors of America Inc.	7/5/2022	1,250.00
23335	Russo, Fleck and Associates	7/5/2022	60.00
23336	S.T.A.R Academy	7/5/2022	4,242.50
23337	San Diego Gas & Electric	7/5/2022	335.32
23338	San Diego Gas & Electric	7/5/2022	1,204.81
23339	San Diego Gas & Electric	7/5/2022	535.82
23340	San Diego Gas & Electric	7/5/2022	1,507.54
23341	San Diego Gas & Electric	7/5/2022	243.14
23342	SHI International Corp	7/5/2022	9,051.00
23343	Singapore Math Inc.	7/5/2022	425.00
23344	SOR Schools VI, LLC	7/5/2022	260.00
23345	Specialized Therapy Services, Inc.	7/5/2022	2,052.50
23346	Studies Weekly	7/5/2022	32.27
23347	Tustin Dance and Music Center, LLC	7/5/2022	69.00
23348	Valley-Wide Elite Gymnastics	7/5/2022	350.00
23349	Verizon Wireless	7/5/2022	16,549.00
23350	Waterworks Aquatics, Inc.	7/5/2022	54.50
23351	Caroline Moon	7/12/2022	71.00
23352	CharterSafe	7/12/2022	54,599.00
23353	Companion Corporation	7/12/2022	80.82
23354	Cox Business	7/12/2022	440.39
23355	Effectual Educational Consulting Services	7/12/2022	12,775.00
23356	Emily Ludovise	7/12/2022	7.75
23357	Gloria M Antonini	7/12/2022	71.00
23358	Jessica Cervantes	7/12/2022	107.64
23359	Kathi McNair	7/12/2022	83.66
23360	Lisa Rumsey	7/12/2022	71.00
23361	Minelia Lopez	7/12/2022	94.77
23362	Natasha Brunstetter	7/12/2022	71.00
23363	Nearpod Inc.	7/12/2022	7,100.00
23364	San Diego County Superintendent of Schools	7/12/2022	2,633.33
23365	Sandra Vukoye	7/12/2022	401.52
23366	Sherri McFadden	7/12/2022	71.00
23367	SHI International Corp	7/12/2022	800.00
23368	SpecialNeedsWare, Inc	7/12/2022	9,845.60
23369	Voya Financial FBO CalSTRS Pension2	7/14/2022	7,694.00
23370	Applied Therapy Network	7/21/2022	175.00
23371	Caroline Moon	7/21/2022	71.00

**Cabrillo Point Academy****Check Register**

For the period ended July 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
23372	CAT of Corona	7/21/2022	55.00
23373	CEG Martial Arts	7/21/2022	1,236.00
23374	Christy Sawyer	7/21/2022	480.00
23375	Companion Corporation	7/21/2022	200.00
23376	ComputerLand of Silicon Valley	7/21/2022	2,500.00
23377	Debra Hardman	7/21/2022	450.00
23378	Delta Dental of California	7/21/2022	9,165.04
23379	Devon Roseli	7/21/2022	71.00
23380	Dunamix Dance Project	7/21/2022	180.00
23381	Fuel Education c/o K12 Management	7/21/2022	389.00
23382	Image IV Systems	7/21/2022	96.84
23383	Jennifer Lorge	7/21/2022	54.30
23384	Julie and Jared McBride	7/21/2022	7,825.00
23385	Los Angeles County of Education	7/21/2022	7,065.00
23386	Mari G. Haig	7/21/2022	260.00
23387	Megan Warren	7/21/2022	420.00
23388	Modern Development Company	7/21/2022	6,966.50
23389	Natasha Brunstetter	7/21/2022	71.00
23390	Poway Executive Plaza, LLC	7/21/2022	43,878.00
23391	Procurify	7/21/2022	36,175.00
23392	Rachel Perry	7/21/2022	640.00
23393	Rockstars of Tomorrow	7/21/2022	1,775.00
23394	Samantha Fuentes	7/21/2022	391.25
23395	Sektor Corona LLC	7/21/2022	700.00
23396	Simeon Willbanks	7/21/2022	250.00
23397	So Cal Speech and Debate	7/21/2022	2,350.00
23398	STEM Center USA	7/21/2022	530.00
23399	Charter Communications	7/21/2022	117.97
23400	Waterworks Aquatics, Inc.	7/21/2022	8,058.23
23401	Zoom Video Communications, Inc.	7/21/2022	3,205.93
23402	Beach Kids Therapy Center	7/28/2022	1,505.00
23403	Bitwarden Inc.	7/28/2022	1,125.00
23404	CAASFEP	7/28/2022	550.00
23405	Center for the Collaborative Classroom	7/28/2022	1,360.06
23406	Charter Schools Development Center	7/28/2022	2,250.00
23407	Cornerstone Therapies	7/28/2022	1,454.72
23408	Curriculum Associates	7/28/2022	6,250.00
23409	Dexter Music	7/28/2022	82.00
23410	Express Yourself Therapy	7/28/2022	2,816.00
23411	Function Junction	7/28/2022	1,740.00
23412	Harbottle Law Group	7/28/2022	9,977.00
23413	Infinity Kids	7/28/2022	1,440.00
23414	Joseph Rubio LEP	7/28/2022	4,000.00
23415	Jump and Schout Therapy, Inc.	7/28/2022	1,722.50
23416	Kimberly Faust	7/28/2022	117.27
23417	Modjdeh and Daryoush Akbari	7/28/2022	960.00
23418	NASSP	7/28/2022	770.00
23419	Portview Preparatory, Inc.	7/28/2022	11,017.50
23420	Prodigy Education, Inc.	7/28/2022	1,200.00
23421	S.T.A.R Academy	7/28/2022	280.00
23422	SHI International Corp	7/28/2022	400.00
23423	SKY Pediatric Inc.	7/28/2022	1,560.00
23424	Specialized Therapy Services, Inc.	7/28/2022	1,700.00
23425	Spencer Kim	7/28/2022	320.00
23426	TSW Therapy, Inc	7/28/2022	1,400.00
23427	Valued Voices	7/28/2022	9,442.50

**Cabrillo Point Academy****Check Register**

For the period ended July 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
23428	Verizon Wireless	7/28/2022	394.58
23429	Verizon Wireless	7/28/2022	76.02
23430	Woodbridge Tennis Academy	7/28/2022	144.00
23431	Zaner-Bloser, Inc.	7/28/2022	37.40
23432	Voya Financial FBO CalSTRS Pension2	7/31/2022	8,390.00
CPA220701-01	Charter Impact, Inc.	7/1/2022	76,704.00
CPA220701-02	CrossFit Forest	7/1/2022	5,528.00
CPA220705-01	Art Studio Pillar	7/5/2022	160.00
CPA220705-02	KNM Company LLC	7/5/2022	50.00
CPA220705-03	Mission Vista Academy	7/5/2022	5,277.25
CPA220705-04	Pacific Coast Academy	7/5/2022	80,729.13
CPA220705-05	Peace Hill Classical Co-Op LLC	7/5/2022	250.00
CPA220705-06	Peace Hill Classical Co-Op LLC	7/5/2022	50.00
CPA220705-07	Peace Hill Classical Co-Op LLC	7/5/2022	250.00
CPA220705-08	Peace Hill Classical Co-Op LLC	7/5/2022	375.00
CPA220705-09	Peace Hill Classical Co-Op LLC	7/5/2022	950.00
CPA220705-10	Peace Hill Classical Co-Op LLC	7/5/2022	600.00
CPA220705-11	Pony Hayvin Ranch	7/5/2022	325.00
CPA220705-12	STEAM Academy LLC	7/5/2022	332.50
CPA220707-01	Amazon Capital Services	7/7/2022	1,657.80
CPA220707-02	Amazon Capital Services	7/7/2022	1,574.91
CPA220707-03	Amazon Capital Services	7/7/2022	226.26
CPA220707-04	Amazon Capital Services	7/7/2022	52.79
CPA220712-01	Braille Abilities, LLC	7/12/2022	352.50
CPA220712-02	EMH Sports USA, Inc.	7/12/2022	9,831.25
CPA220712-03	Global Teletherapy	7/12/2022	91,379.45
CPA220714-01	Amazon Capital Services	7/14/2022	94.56
CPA220714-02	Amazon Capital Services	7/14/2022	47.95
CPA220714-03	Amazon Capital Services	7/14/2022	49.32
CPA220719-01	Amazon Capital Services	7/19/2022	1,402.50
CPA220719-02	Amazon Capital Services	7/19/2022	505.44
CPA220719-03	Amazon Capital Services	7/19/2022	41.40
CPA220719-04	Amazon Capital Services	7/19/2022	14.00
CPA220721-01	Alisha Curtin	7/21/2022	413.00
CPA220721-02	Code Ninjas Newport Beach	7/21/2022	279.00
CPA220721-03	CrossFit Forest	7/21/2022	1,685.00
CPA220721-04	EMH Sports USA, Inc.	7/21/2022	40.00
CPA220721-05	Focus Dance Center	7/21/2022	72.00
CPA220721-06	Law Office of Jennifer McQuarrie	7/21/2022	242.00
CPA220721-07	Roos Music	7/21/2022	490.00
CPA220726-01	Amazon Capital Services	7/26/2022	3.60
CPA220726-02	Amazon Capital Services	7/26/2022	19.56
CPA220726-03	Amazon Capital Services	7/26/2022	1,602.54
CPA220726-04	Amazon Capital Services	7/26/2022	19.29
CPA220726-05	Amazon Capital Services	7/26/2022	2,763.00
CPA220728-01	EMH Sports USA, Inc.	7/28/2022	4,650.00
CPA220728-02	Global Teletherapy	7/28/2022	5,888.00
CPA220728-03	HopSkipDrive, Inc.	7/28/2022	1,187.54
CPA220728-04	JamF Software, LLC	7/28/2022	24,460.00
CPA220728-05	Mission Vista Academy	7/28/2022	333.00
CPA220728-06	Pacific Coast Academy	7/28/2022	4,223.92
CPA220728-07	Pacific Coast Academy	7/28/2022	4,116.63
CPA220728-08	Tomislav Peraic	7/28/2022	37,903.56
CPA220728-09	ULINE	7/28/2022	544.68
EFT070122-01	Divvy Credit 1 LLC	7/1/2022	162.90
EFT070622-01	San Diego County Superintendent of Schools	7/6/2022	436,047.33

**Cabrillo Point Academy****Check Register**

For the period ended July 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
EFT070822-03	Divvy Credit 1 LLC	7/8/2022	2,986.08
EFT071122-01	Wells Fargo Bank	7/11/2022	760.71
EFT071922-01	Lively Inc.	7/19/2022	654.48
EFT072022-01	San Diego County Superintendent of Schools	7/20/2022	92.76
EFT072222-01	Divvy Credit 1 LLC	7/22/2022	8,742.17
EFT072222-02	Lively Inc.	7/22/2022	159.98
EFT072522-05	Lively Inc.	7/25/2022	213.92
EFT072622-01	California Department of Tax and Fee Administration	7/26/2022	1,179.00
EFT072622-02	Lively Inc.	7/26/2022	85.00
EFT072722-01	Lively Inc.	7/27/2022	120.00
EFT072922-03	Divvy Credit 1 LLC	7/29/2022	<u>24,959.75</u>

**Total Disbursements in July \$ 1,273,346.77**

# Cabrillo Point Academy

## Accounts Payable Aging

July 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Activities for Learning, Inc.	385842	7/19/2022	8/18/2022	\$ 107	\$ -	\$ -	\$ -	\$ -	\$ 107
Activities for Learning, Inc.	385854	7/19/2022	8/18/2022	107	-	-	-	-	107
Activities for Learning, Inc.	385881	7/20/2022	8/19/2022	87	-	-	-	-	87
Activities for Learning, Inc.	385882	7/20/2022	8/19/2022	87	-	-	-	-	87
Activities for Learning, Inc.	385883	7/20/2022	8/19/2022	107	-	-	-	-	107
Activities for Learning, Inc.	385887	7/20/2022	8/19/2022	454	-	-	-	-	454
Activities for Learning, Inc.	385893	7/21/2022	8/20/2022	113	-	-	-	-	113
All About Learning Press, Inc.	911406	7/19/2022	9/17/2022	182	-	-	-	-	182
All About Learning Press, Inc.	911423	7/19/2022	9/17/2022	182	-	-	-	-	182
All About Learning Press, Inc.	911428	7/19/2022	9/17/2022	182	-	-	-	-	182
All About Learning Press, Inc.	911499	7/20/2022	9/18/2022	62	-	-	-	-	62
Amazon Capital Services	1CMG-CWXT-3FGY	6/30/2022	8/29/2022	(24)	-	-	-	-	(24)
Amazon Capital Services	1XY3-VQDN-H66C	7/1/2022	8/30/2022	(28)	-	-	-	-	(28)
Art of Problem Solving	INV226046	7/19/2022	8/18/2022	167	-	-	-	-	167
Art of Problem Solving	INV226090	7/21/2022	8/20/2022	96	-	-	-	-	96
Art of Problem Solving	INV226091	7/21/2022	8/20/2022	167	-	-	-	-	167
Art of Problem Solving	INV226092	7/21/2022	8/20/2022	167	-	-	-	-	167
Beautiful Feet Books, Inc.	17075	7/19/2022	8/18/2022	193	-	-	-	-	193
Beautiful Feet Books, Inc.	17076	7/19/2022	8/18/2022	91	-	-	-	-	91
Beautiful Feet Books, Inc.	17078	7/19/2022	8/18/2022	35	-	-	-	-	35
Beautiful Feet Books, Inc.	17079	7/19/2022	8/18/2022	348	-	-	-	-	348
Beautiful Feet Books, Inc.	17081	7/19/2022	8/18/2022	252	-	-	-	-	252
Beautiful Feet Books, Inc.	17092	7/19/2022	8/18/2022	389	-	-	-	-	389
Beautiful Feet Books, Inc.	17103	7/19/2022	8/18/2022	295	-	-	-	-	295
Beautiful Feet Books, Inc.	17104	7/19/2022	8/18/2022	205	-	-	-	-	205
Bitsbox	4793	7/21/2022	8/20/2022	300	-	-	-	-	300
Brain Builders STEM Education, Inc	1833	4/13/2022	5/13/2022	-	-	-	(225)	-	(225)
Brain Builders STEM Education, Inc	1859	4/22/2022	5/22/2022	-	-	-	(665)	-	(665)
ConvergeOne, Inc.	3427552	7/15/2022	7/15/2022	-	6,336	-	-	-	6,336
ConvergeOne, Inc.	3427651	7/15/2022	7/15/2022	-	2,520	-	-	-	2,520
Delta Dental Insurance Company	BE005043235	7/1/2022	7/31/2022	2,429	-	-	-	-	2,429
Denise Buskirk	072222	7/22/2022	8/21/2022	400	-	-	-	-	400
Dino Lingo, Inc.	102851-P024-INV	7/21/2022	8/25/2022	149	-	-	-	-	149
Elemental Science	IN-4468	7/18/2022	8/17/2022	31	-	-	-	-	31
Elemental Science	IN-4475	7/19/2022	8/18/2022	177	-	-	-	-	177
Elemental Science	IN-4476	7/19/2022	8/18/2022	107	-	-	-	-	107
Elemental Science	IN-4489	7/20/2022	8/19/2022	53	-	-	-	-	53
Elemental Science	IN-4507	7/22/2022	8/21/2022	151	-	-	-	-	151
Evamarie Celis	CELI011722	1/17/2022	1/17/2022	-	-	-	-	12	12
HB Gracie JiuJitsu	1495	7/25/2022	8/24/2022	131	-	-	-	-	131
HB Gracie JiuJitsu	1496	7/25/2022	8/24/2022	175	-	-	-	-	175
HB Gracie JiuJitsu	1497	7/25/2022	8/24/2022	225	-	-	-	-	225
HB Gracie JiuJitsu	1498	7/25/2022	8/24/2022	175	-	-	-	-	175
HB Gracie JiuJitsu	1499	7/25/2022	8/24/2022	150	-	-	-	-	150
HB Gracie JiuJitsu	1500	7/25/2022	8/24/2022	113	-	-	-	-	113

**Cabrillo Point Academy**
**Accounts Payable Aging**

July 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
HB Gracie JiuJitsu	1501	7/25/2022	8/24/2022	100	-	-	-	-	100
Home Science Tools	000429348	7/21/2022	8/20/2022	81	-	-	-	-	81
Homeschool Concierge	690	9/26/2019	10/26/2019	-	-	-	-	(15,640)	(15,640)
Institute for Excellence in Writing	910403	7/19/2022	8/18/2022	37	-	-	-	-	37
Institute for Excellence in Writing	910743	7/20/2022	8/19/2022	216	-	-	-	-	216
Institute for Excellence in Writing	910815	7/20/2022	8/19/2022	216	-	-	-	-	216
Lakeshore	280566071922	7/19/2022	8/18/2022	30	-	-	-	-	30
Lakeshore	282805072022	7/20/2022	8/19/2022	131	-	-	-	-	131
Lakeshore	290659072122	7/21/2022	8/20/2022	6	-	-	-	-	6
LegalShield	0303062	7/15/2022	7/15/2022	-	976	-	-	-	976
Lewis Brisbois Bisgaard & Smith	3353811	7/19/2022	8/18/2022	167	-	-	-	-	167
Lorena T. Galvan	GALV011722	1/17/2022	1/17/2022	-	-	-	-	9	9
Math-U-See Inc.	0776938-IN	7/20/2022	9/18/2022	139	-	-	-	-	139
Math-U-See Inc.	0776950-IN	7/20/2022	9/18/2022	67	-	-	-	-	67
Math-U-See Inc.	0776970-IN	7/20/2022	9/18/2022	78	-	-	-	-	78
Math-U-See Inc.	0777008-IN	7/20/2022	9/18/2022	295	-	-	-	-	295
Math-U-See Inc.	0777013-IN	7/20/2022	9/18/2022	157	-	-	-	-	157
Math-U-See Inc.	0777306-IN	7/21/2022	9/19/2022	71	-	-	-	-	71
Moving Beyond the Page	268718	7/19/2022	8/18/2022	632	-	-	-	-	632
Moving Beyond the Page	268722	7/19/2022	8/18/2022	280	-	-	-	-	280
Moving Beyond the Page	268929	7/20/2022	8/19/2022	514	-	-	-	-	514
Moving Beyond the Page	268961	7/20/2022	8/19/2022	903	-	-	-	-	903
Moving Beyond the Page	268962	7/20/2022	8/19/2022	936	-	-	-	-	936
Moving Beyond the Page	268963	7/20/2022	8/19/2022	28	-	-	-	-	28
Moving Beyond the Page	268964	7/20/2022	8/19/2022	364	-	-	-	-	364
Moving Beyond the Page	268966	7/20/2022	8/19/2022	221	-	-	-	-	221
Moving Beyond the Page	268967	7/20/2022	8/19/2022	28	-	-	-	-	28
Moving Beyond the Page	268973	7/20/2022	8/19/2022	925	-	-	-	-	925
Moving Beyond the Page	269069	7/21/2022	8/20/2022	203	-	-	-	-	203
Moving Beyond the Page	269075	7/21/2022	8/20/2022	757	-	-	-	-	757
Moving Beyond the Page	269110	7/22/2022	8/21/2022	232	-	-	-	-	232
Moving Beyond the Page	269125	7/22/2022	8/21/2022	196	-	-	-	-	196
Moving Beyond the Page	269128	7/22/2022	8/21/2022	537	-	-	-	-	537
Moving Beyond the Page	269132	7/22/2022	8/21/2022	390	-	-	-	-	390
Moving Beyond the Page	269133	7/22/2022	8/21/2022	481	-	-	-	-	481
Mystery Science Inc.	188412	7/20/2022	8/19/2022	99	-	-	-	-	99
Mystery Science Inc.	188634	7/20/2022	8/19/2022	99	-	-	-	-	99
Nicole the Math Lady, LLC	4491	7/18/2022	8/17/2022	79	-	-	-	-	79
Nicole the Math Lady, LLC	4508	7/20/2022	8/19/2022	79	-	-	-	-	79
Open Tent Academy	ELSHINN-072122	7/22/2022	7/22/2022	-	250	-	-	-	250
Oxford Consulting Services, Inc.	147011	6/30/2022	6/30/2022	-	-	248	-	-	248
Pacific Coast Academy	CPA-TAG062022	7/19/2022	8/18/2022	402	-	-	-	-	402
Pearson Education Inc.	16072679	9/21/2021	10/21/2021	-	-	-	-	261	261
Pearson Education Inc.	6001566092	4/6/2020	5/6/2020	-	-	-	-	(357)	(357)
Procopio, Cory, Hargreaves & Savitch LLP	806709	7/19/2022	7/19/2022	-	4,353	-	-	-	4,353
Procopio, Cory, Hargreaves & Savitch LLP	807337	7/25/2022	7/25/2022	-	119	-	-	-	119

# Cabrillo Point Academy

## Accounts Payable Aging

July 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Provenance	1388	5/22/2020	5/22/2020	-	-	-	-	6,601	6,601
Provenance	1390	5/22/2020	5/22/2020	-	-	-	-	4,986	4,986
Provenance	1775	5/18/2020	5/18/2020	-	-	-	-	31,403	31,403
Provenance	1893	6/25/2020	6/25/2020	-	-	-	-	65,183	65,183
Provenance	1939	9/15/2020	9/15/2020	-	-	-	-	1,904	1,904
Provenance	2697	6/15/2020	6/15/2020	-	-	-	-	17,194	17,194
Provenance	2947	7/2/2020	7/2/2020	-	-	-	-	8,606	8,606
Provenance	3063	7/15/2020	7/15/2020	-	-	-	-	68,463	68,463
Provenance	3102	7/30/2020	7/30/2020	-	-	-	-	1,590	1,590
Provenance	3146	8/11/2020	8/11/2020	-	-	-	-	3,076	3,076
Provenance	3154	8/11/2020	8/11/2020	-	-	-	-	41,325	41,325
Provenance	3542	9/22/2020	9/22/2020	-	-	-	-	1,374	1,374
Provenance	3699	10/1/2020	10/30/2020	-	-	-	-	1,400	1,400
Provenance	3713	11/3/2020	12/3/2020	-	-	-	-	2,963	2,963
Provenance	3782	10/27/2020	10/27/2020	-	-	-	-	11,497	11,497
Provenance	3791	11/5/2020	12/5/2020	-	-	-	-	1,248	1,248
Provenance	3806	10/30/2020	10/29/2020	-	-	-	-	8,959	8,959
Provenance	3827	11/6/2020	12/6/2020	-	-	-	-	2,208	2,208
Provenance	3901	11/16/2020	12/16/2020	-	-	-	-	400	400
Provenance	3914	11/16/2020	12/16/2020	-	-	-	-	56,508	56,508
Provenance	3964	11/17/2020	12/17/2020	-	-	-	-	1,524	1,524
Provenance	3965	11/17/2020	12/17/2020	-	-	-	-	7,059	7,059
Provenance	3966	11/17/2020	12/17/2020	-	-	-	-	736	736
Provenance	3967	11/17/2020	12/17/2020	-	-	-	-	637	637
Provenance	3969	11/18/2020	12/18/2020	-	-	-	-	682	682
Provenance	3979	11/19/2020	12/19/2020	-	-	-	-	51	51
Provenance	3985	11/19/2020	12/19/2020	-	-	-	-	36	36
Provenance	3986	11/19/2020	12/19/2020	-	-	-	-	451	451
Provenance	3989	11/19/2020	12/19/2020	-	-	-	-	4,373	4,373
Provenance	4005	11/20/2020	12/20/2020	-	-	-	-	512	512
Provenance	4023	11/20/2020	11/20/2020	-	-	-	-	(37,375)	(37,375)
Provenance	4024	12/1/2020	12/1/2020	-	-	-	-	(37,375)	(37,375)
Provenance	4131	1/19/2021	2/18/2021	-	-	-	-	300	300
Provenance	4171	12/18/2020	1/17/2021	-	-	-	-	5,906	5,906
Provenance	4311	1/19/2021	2/18/2021	-	-	-	-	124	124
Provenance	4313	1/19/2021	2/18/2021	-	-	-	-	100	100
Provenance	4327	1/19/2021	2/18/2021	-	-	-	-	3,073	3,073
Provenance	4333	1/19/2021	2/18/2021	-	-	-	-	341	341
Provenance	4352	1/20/2021	2/19/2021	-	-	-	-	16,250	16,250
Provenance	4358	1/20/2021	2/19/2021	-	-	-	-	230	230
Provenance	4368	1/20/2021	2/19/2021	-	-	-	-	2,796	2,796
Provenance	4410	1/28/2021	2/27/2021	-	-	-	-	1,709	1,709
Provenance	4418	1/28/2021	2/27/2021	-	-	-	-	223	223
Provenance	4428	1/28/2021	2/27/2021	-	-	-	-	14,300	14,300
Provenance	4437	1/29/2021	2/28/2021	-	-	-	-	1,950	1,950
Provenance	4445	1/29/2021	2/28/2021	-	-	-	-	1,925	1,925

# Cabrillo Point Academy

## Accounts Payable Aging

July 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Provenance	4447	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4448	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4449	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4450	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4451	2/1/2021	3/3/2021	-	-	-	-	1,925	1,925
Provenance	4452	2/2/2021	3/4/2021	-	-	-	-	12,180	12,180
Provenance	4469	2/4/2021	3/6/2021	-	-	-	-	275	275
Provenance	4485	2/11/2021	3/13/2021	-	-	-	-	8,400	8,400
Provenance	4578	2/18/2021	3/20/2021	-	-	-	-	1,709	1,709
Provenance	4600	2/24/2021	3/26/2021	-	-	-	-	1,478	1,478
Provenance	4618	2/25/2021	3/26/2021	-	-	-	-	90	90
Provenance	4620	2/25/2021	3/27/2021	-	-	-	-	73	73
Provenance	4627	3/3/2021	4/2/2021	-	-	-	-	239	239
Provenance	4628	3/3/2021	4/2/2021	-	-	-	-	72	72
Provenance	4629	3/3/2021	4/2/2021	-	-	-	-	277	277
Provenance	4631	3/3/2021	4/2/2021	-	-	-	-	86	86
Provenance	4634	3/5/2021	4/4/2021	-	-	-	-	200	200
Provenance	4666	3/16/2021	4/15/2021	-	-	-	-	123	123
Provenance	4672	3/16/2021	4/15/2021	-	-	-	-	300	300
Provenance	4756	3/23/2021	4/22/2021	-	-	-	-	24	24
Provenance	4758	3/23/2021	4/22/2021	-	-	-	-	2,635	2,635
Provenance	4763	3/24/2021	4/23/2021	-	-	-	-	18	18
Provenance	4768	3/26/2021	4/25/2021	-	-	-	-	14,625	14,625
Provenance	4790	3/30/2021	4/29/2021	-	-	-	-	930	930
Provenance	4795	3/31/2021	4/30/2021	-	-	-	-	2,600	2,600
Provenance	4801	3/31/2021	4/30/2021	-	-	-	-	2,370	2,370
Provenance	4928	4/21/2021	5/21/2021	-	-	-	-	14	14
Provenance	4935	4/30/2021	5/30/2021	-	-	-	-	83	83
Provenance	4936	5/3/2021	6/2/2021	-	-	-	-	140	140
Provenance	5032	5/18/2021	6/17/2021	-	-	-	-	1,949	1,949
Provenance	PROV041321	4/13/2021	4/13/2021	-	-	-	-	3,250	3,250
Rainbow Resource Center	3794636	7/20/2022	8/19/2022	100	-	-	-	-	100
Rainbow Resource Center	3794637	7/20/2022	8/19/2022	105	-	-	-	-	105
Rainbow Resource Center	3794638	7/20/2022	8/19/2022	74	-	-	-	-	74
Rainbow Resource Center	3795841	7/20/2022	8/19/2022	143	-	-	-	-	143
Rainbow Resource Center	3795875	7/20/2022	8/19/2022	246	-	-	-	-	246
Rainbow Resource Center	3795890	7/20/2022	8/19/2022	34	-	-	-	-	34
Rainbow Resource Center	3795895	7/20/2022	8/19/2022	190	-	-	-	-	190
Rainbow Resource Center	3795899	7/20/2022	8/19/2022	381	-	-	-	-	381
Rainbow Resource Center	3795900	7/20/2022	8/19/2022	115	-	-	-	-	115
Rainbow Resource Center	3795902	7/20/2022	8/19/2022	172	-	-	-	-	172
Rainbow Resource Center	3795905	7/20/2022	8/19/2022	22	-	-	-	-	22
Rainbow Resource Center	3795908	7/20/2022	8/19/2022	270	-	-	-	-	270
Rainbow Resource Center	3795911	7/20/2022	8/19/2022	62	-	-	-	-	62
Rainbow Resource Center	3795912	7/20/2022	8/19/2022	302	-	-	-	-	302
Rainbow Resource Center	3795915	7/20/2022	8/19/2022	181	-	-	-	-	181



**Cabrillo Point Academy****Accounts Payable Aging**

July 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Rainbow Resource Center	3795918	7/20/2022	8/19/2022	182	-	-	-	-	182
Rainbow Resource Center	3795969	7/20/2022	8/19/2022	139	-	-	-	-	139
Rainbow Resource Center	3795972	7/20/2022	8/19/2022	113	-	-	-	-	113
Rainbow Resource Center	3795978	7/20/2022	8/19/2022	388	-	-	-	-	388
Rainbow Resource Center	3795980	7/20/2022	8/19/2022	20	-	-	-	-	20
Rainbow Resource Center	3795983	7/20/2022	8/19/2022	16	-	-	-	-	16
Rainbow Resource Center	3795984	7/20/2022	8/19/2022	23	-	-	-	-	23
Rainbow Resource Center	3795988	7/20/2022	8/19/2022	159	-	-	-	-	159
Rainbow Resource Center	3795990	7/20/2022	8/19/2022	47	-	-	-	-	47
Rainbow Resource Center	3796044	7/20/2022	8/19/2022	158	-	-	-	-	158
Rainbow Resource Center	3796045	7/20/2022	8/19/2022	60	-	-	-	-	60
Rainbow Resource Center	3796046	7/20/2022	8/19/2022	42	-	-	-	-	42
Rainbow Resource Center	3796047	7/20/2022	8/19/2022	158	-	-	-	-	158
Rainbow Resource Center	3796075	7/20/2022	8/19/2022	375	-	-	-	-	375
Rainbow Resource Center	3796171	7/20/2022	8/19/2022	55	-	-	-	-	55
Rainbow Resource Center	3796178	7/20/2022	8/19/2022	26	-	-	-	-	26
Rainbow Resource Center	3796187	7/20/2022	8/19/2022	55	-	-	-	-	55
Rainbow Resource Center	3796503	7/21/2022	8/20/2022	51	-	-	-	-	51
Rainbow Resource Center	3796507	7/21/2022	8/20/2022	19	-	-	-	-	19
Rainbow Resource Center	3796673	7/21/2022	8/20/2022	144	-	-	-	-	144
Rainbow Resource Center	3796677	7/21/2022	8/20/2022	84	-	-	-	-	84
Rainbow Resource Center	3796681	7/21/2022	8/20/2022	128	-	-	-	-	128
Rainbow Resource Center	3796685	7/21/2022	8/20/2022	147	-	-	-	-	147
Rainbow Resource Center	3797048	7/21/2022	8/20/2022	142	-	-	-	-	142
Rainbow Resource Center	3797056	7/21/2022	8/20/2022	174	-	-	-	-	174
Rainbow Resource Center	3797062	7/21/2022	8/20/2022	22	-	-	-	-	22
Rainbow Resource Center	3797071	7/21/2022	8/20/2022	150	-	-	-	-	150
Rainbow Resource Center	3797079	7/21/2022	8/20/2022	275	-	-	-	-	275
Rainbow Resource Center	3797601	7/21/2022	8/20/2022	159	-	-	-	-	159
Rainbow Resource Center	3797626	7/21/2022	8/20/2022	22	-	-	-	-	22
Rainbow Resource Center	3797627	7/21/2022	8/20/2022	72	-	-	-	-	72
Rainbow Resource Center	3797637	7/21/2022	8/20/2022	207	-	-	-	-	207
Rainbow Resource Center	3797642	7/21/2022	8/20/2022	38	-	-	-	-	38
Rainbow Resource Center	3797652	7/21/2022	8/20/2022	206	-	-	-	-	206
Rainbow Resource Center	3798304	7/22/2022	8/21/2022	92	-	-	-	-	92
Rainbow Resource Center	3798321	7/22/2022	8/21/2022	64	-	-	-	-	64
Rainbow Resource Center	3798326	7/22/2022	8/21/2022	140	-	-	-	-	140
Rainbow Resource Center	3798499	7/22/2022	8/21/2022	22	-	-	-	-	22
Rainbow Resource Center	3798500	7/22/2022	8/21/2022	22	-	-	-	-	22
Rainbow Resource Center	3798501	7/22/2022	8/21/2022	77	-	-	-	-	77
Rainbow Resource Center	3798513	7/22/2022	8/21/2022	169	-	-	-	-	169
Rainbow Resource Center	3798530	7/22/2022	8/21/2022	46	-	-	-	-	46
Rainbow Resource Center	3798540	7/22/2022	8/21/2022	140	-	-	-	-	140
Rainbow Resource Center	3798549	7/22/2022	8/21/2022	85	-	-	-	-	85
Rainbow Resource Center	3798552	7/22/2022	8/21/2022	56	-	-	-	-	56
Rainbow Resource Center	3798554	7/22/2022	8/21/2022	664	-	-	-	-	664

**Cabrillo Point Academy****Accounts Payable Aging**

July 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Rainbow Resource Center	3798555	7/22/2022	8/21/2022	662	-	-	-	-	662
Rainbow Resource Center	3798776	7/22/2022	8/21/2022	58	-	-	-	-	58
Rainbow Resource Center	3798780	7/22/2022	8/21/2022	89	-	-	-	-	89
Rainbow Resource Center	3798781	7/22/2022	8/21/2022	27	-	-	-	-	27
Rainbow Resource Center	3798782	7/22/2022	8/21/2022	187	-	-	-	-	187
Rainbow Resource Center	3798783	7/22/2022	8/21/2022	105	-	-	-	-	105
Rainbow Resource Center	3798786	7/22/2022	8/21/2022	85	-	-	-	-	85
Rainbow Resource Center	3798787	7/22/2022	8/21/2022	126	-	-	-	-	126
Rainbow Resource Center	3798788	7/22/2022	8/21/2022	140	-	-	-	-	140
Rainbow Resource Center	3798796	7/22/2022	8/21/2022	121	-	-	-	-	121
Rainbow Resource Center	3798834	7/22/2022	8/21/2022	120	-	-	-	-	120
Rainbow Resource Center	3799028	7/22/2022	8/21/2022	343	-	-	-	-	343
Rainbow Resource Center	3799388	7/22/2022	8/21/2022	22	-	-	-	-	22
Rainbow Resource Center	3799390	7/22/2022	8/21/2022	126	-	-	-	-	126
Rainbow Resource Center	3799391	7/22/2022	8/21/2022	813	-	-	-	-	813
Rainbow Resource Center	3799393	7/22/2022	8/21/2022	31	-	-	-	-	31
Rainbow Resource Center	3799394	7/22/2022	8/21/2022	19	-	-	-	-	19
Rainbow Resource Center	3799400	7/22/2022	8/21/2022	26	-	-	-	-	26
Rainbow Resource Center	3799481	7/22/2022	8/21/2022	67	-	-	-	-	67
Rainbow Resource Center	3799514	7/22/2022	8/21/2022	141	-	-	-	-	141
Rainbow Resource Center	3799516	7/22/2022	8/21/2022	201	-	-	-	-	201
Renaissance	INV5255898	7/15/2022	8/14/2022	63,236	-	-	-	-	63,236
Riverside County Office of Education	2022 / 2278	6/30/2022	6/30/2022	-	-	195	-	-	195
San Diego Gas & Electric	SDGE071822-100	7/18/2022	8/2/2022	1,418	-	-	-	-	1,418
San Diego Gas & Electric	SDGE071822-101	7/18/2022	8/2/2022	634	-	-	-	-	634
San Diego Gas & Electric	SDGE071822-102	7/18/2022	8/2/2022	317	-	-	-	-	317
San Diego Gas & Electric	SDGE071822-103	7/18/2022	8/2/2022	294	-	-	-	-	294
Serena Barnett	BARN072122	7/21/2022	8/20/2022	138	-	-	-	-	138

**Cabrillo Point Academy**
**Accounts Payable Aging**

July 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Singapore Math Inc.	S233429	7/20/2022	8/19/2022	85	-	-	-	-	85
Specialized Therapy Services, Inc.	CPAC01-0622	6/30/2022	8/9/2022	12,841	-	-	-	-	12,841
Teacher Synergy, LLC	197793278	7/18/2022	8/8/2022	4	-	-	-	-	4
Teacher Synergy, LLC	197798017	7/18/2022	8/8/2022	110	-	-	-	-	110
Teacher Synergy, LLC	197798575	7/18/2022	8/8/2022	24	-	-	-	-	24
Teacher Synergy, LLC	197798928	7/18/2022	8/8/2022	22	-	-	-	-	22
Teacher Synergy, LLC	197826572	7/19/2022	8/9/2022	49	-	-	-	-	49
Teacher Synergy, LLC	197832660	7/19/2022	8/9/2022	56	-	-	-	-	56
Teacher Synergy, LLC	197837662	7/19/2022	8/9/2022	276	-	-	-	-	276
Teacher Synergy, LLC	197837970	7/19/2022	8/9/2022	52	-	-	-	-	52
Teacher Synergy, LLC	197838105	7/19/2022	8/9/2022	43	-	-	-	-	43
Teacher Synergy, LLC	197838295	7/19/2022	8/9/2022	32	-	-	-	-	32
Teacher Synergy, LLC	197841820	7/19/2022	8/9/2022	52	-	-	-	-	52
Teacher Synergy, LLC	197842886	7/19/2022	8/9/2022	27	-	-	-	-	27
Teacher Synergy, LLC	197851642	7/19/2022	8/9/2022	27	-	-	-	-	27
Teacher Synergy, LLC	197877310	7/20/2022	8/10/2022	370	-	-	-	-	370
Teacher Synergy, LLC	197898193	7/20/2022	8/10/2022	6	-	-	-	-	6
Teacher Synergy, LLC	197927260	7/21/2022	8/11/2022	20	-	-	-	-	20
Teacher Synergy, LLC	197927303	7/21/2022	8/11/2022	8	-	-	-	-	8
Teacher Synergy, LLC	197927955	7/21/2022	8/11/2022	8	-	-	-	-	8
Teacher Synergy, LLC	197971434	7/22/2022	8/12/2022	58	-	-	-	-	58
Teacher Synergy, LLC	197971456	7/22/2022	8/12/2022	80	-	-	-	-	80
Teacher Synergy, LLC	197973573	7/22/2022	8/12/2022	80	-	-	-	-	80
Teacher Synergy, LLC	197973609	7/22/2022	8/12/2022	106	-	-	-	-	106
Teacher Synergy, LLC	197987617	7/22/2022	8/12/2022	40	-	-	-	-	40
Teaching Textbooks	43591	7/19/2022	8/18/2022	43	-	-	-	-	43
Teaching Textbooks	43619	7/19/2022	8/18/2022	43	-	-	-	-	43
Terri Shok	CPA-AutumLight	5/25/2022	6/24/2022	-	-	1,050	-	-	1,050
The Critical Thinking Co.	189063A	7/18/2022	8/17/2022	64	-	-	-	-	64
ULINE	151426173	7/15/2022	8/14/2022	712	-	-	-	-	712
ULINE	151426331	7/15/2022	8/14/2022	182	-	-	-	-	182
Valued Voices	220206	7/14/2022	8/13/2022	2,880	-	-	-	-	2,880
Valued Voices	220306	7/14/2022	8/13/2022	600	-	-	-	-	600
Valued Voices	220406	7/14/2022	8/13/2022	600	-	-	-	-	600
Youth Care of Utah, Inc.	00011	7/18/2022	8/17/2022	17,355	-	-	-	-	17,355
Youth Care of Utah, Inc.	00012	7/18/2022	8/17/2022	3,971	-	-	-	-	3,971
Zoom Video Communications, Inc.	INV158105207	7/18/2022	8/17/2022	2,384	-	-	-	-	2,384
<b>Total Outstanding Payables in May</b>				<b>\$ 139,847</b>	<b>\$ 14,553</b>	<b>\$ 1,493</b>	<b>\$ (890)</b>	<b>\$ 375,474</b>	<b>\$ 530,477</b>

## ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT OF LESSOR

### 1. ASSIGNMENT OF LEASE

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

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

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

Dated: \_\_\_\_\_

Cabrillo Point Academy, a California  
nonprofit public benefit corporation

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Assignor

### 2. ASSUMPTION OF LEASE

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

Dated: \_\_\_\_\_

Pacific Coast Academy, a California  
nonprofit public benefit corporation

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Assignee

### 3. CONSENT TO ASSIGNMENT

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

Dated: \_\_\_\_\_

Poway Executive Plaza, LLC, a California  
Limited Liability Company

By: \_\_\_\_\_

\_\_\_\_\_  
INITIALS

\_\_\_\_\_  
INITIALS

Name Printed: Chris Cook  
Title: President and authorized signator

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Lessor

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

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

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

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\_\_\_\_\_  
INITIALS

\_\_\_\_\_  
INITIALS



5th **AMENDMENT TO LEASE**

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

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

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

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

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

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

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

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

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

☐ OTHER: \_\_\_\_\_.

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

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

EXECUTED as of the day and year first above written.

**By Lessor:**

Poway Executive Plaza, LLC, a California Limited Liability Company

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

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

**By Lessee:**

Pacific Coast Academy, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

described below (“Rent”):

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**If to CPA:**

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

**If to MVA:**

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

**If to PCA:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Cabrillo Point Academy**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Mission Vista Academy**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Pacific Coast Academy**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT 1**

**LEASE AND AMENDMENTS**



## STANDARD MULTI-TENANT OFFICE LEASE - GROSS

### 1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only April 9, 2021, is made by and between Poway Executive Plaza, LLC, a California limited liability company ("Lessor") and Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA") ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 13915 Danielson Street, Suite 100 and 102, Poway, CA 92064 ("Premises"). The Premises are located in the County of San Diego, and consist of approximately 9,225 rentable square feet and approximately 7,957 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 32,105 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** twenty(20) unreserved surface parking spaces and eleven (11) unreserved vehicle parking spaces at a monthly cost of \$0.00 per unreserved space in the garage and \$0.00 per reserved space. (See Paragraph 2.6)

1.3 **Term:** one (1) years and two (2) months ("Original Term") commencing May 1, 2021 ("Commencement Date") and ending June 30, 2022 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing immediately upon Lease Execution, Lessor's receipt of monies owed in Section 1.7, and acceptance of Lessee's Certificate of Insurance. ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$13,376.25 per month ("Base Rent"), payable on the first (1st) day of each month commencing May 1, 2021. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 52.

1.6 **Lessee's Share of Operating Expense Increase:** twenty-eight and 73/100 percent (28.73 %) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

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

- (a) **Base Rent:** \$13,376.25 for the period May 1, 2021 - May 31, 2021.
- (b) **Security Deposit:** \$13,837.50 ("Security Deposit"). (See also Paragraph 5)
- (c) **Parking:** \$0.00 for the period N/A.
- (d) **Other:** \$0.00 for N/A.
- (e) **Total Due Upon Execution of this Lease:** \$27,213.75.

1.8 **Agreed Use:** General office and any other legally permitted uses compatible with a first class office building in the City of Poway, South Poway Industrial Park IP zoning. Tenant should independently verify the suitability of their use. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2021. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

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

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

Lessor's Brokerage Firm CBRE, Inc. License No.        Is the broker of (check one): ☒ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Chris Williams License No. 01791013 is (check one): ☒ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm        License No.        Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent        License No.        is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

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

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

1.12 **Business Hours for the Building:** 8:00 a.m. to 5:00 p.m., Mondays through Fridays (except Building Holidays) and N/A a.m. to N/A p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Jr 's birthday and the day after Thanksgiving.

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

☐ Janitorial services

☒ Electricity

DS  
      
INITIALS

DS  
      
INITIALS

☐ Other (specify): \_\_\_\_\_

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

☒ an Addendum consisting of Paragraphs 50 through 55 ;

☒ a plot plan depicting the Premises; **Exhibit A**

☒ a current set of the Rules and Regulations; **Exhibit D**

☐ a Work Letter;

☐ a janitorial schedule;

☒ other (specify): Arbitration Agreement (Paragraph 56); Exhibit B- Project Site Plan; Exhibit C - Notice of Lease Term Dates;

Exhibit E - Suite Signage, Lobby Directory Order Forms; Agency Disclosure Forms .

## 2. Premises.

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

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

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

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

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

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

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee

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was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

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

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

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

**2.7 Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

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

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

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

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

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

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

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

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

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

### 3. Term.

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

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

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

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

### 4. Rent.

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

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

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

(b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have

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no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Use.**

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

**6.2 Hazardous Substances.**

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

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

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

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

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

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

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

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commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **8. Insurance; Indemnity.**

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

### **8.2 Liability Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

### **8.5 Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII,

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

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

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

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

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

## **9. Damage or Destruction.**

### **9.1 Definitions.**

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

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

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

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

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

**9.2 Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance

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shall be made available for the repairs if made by either Party.

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

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

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

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

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

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

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

**10. Real Property Taxes.**

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

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

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

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

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

**11. Utilities and Services.**

**11.1 Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within

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the Premises.

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

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

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

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

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

## **12. Assignment and Subletting.**

### **12.1 Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of

Lessee's interest in this Lease or in the Premises without Lessor's prior written consent. **Lessor consents to Lessee subleasing all or portion of the premises to Mission Vista Academy, a California nonprofit public benefit corporation ("MVA") and to Pacific Coast Academy, a California nonprofit public benefit corporation ("PCA") under the same terms and conditions of the Sublease and Shared Use Agreement effective July 1, 2020 and Landlord Consent to Sublease dated September 24, 2020.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

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

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

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

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

### **13. Default; Breach; Remedies.**

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

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

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

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

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

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

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

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

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

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

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including

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necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

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

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

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

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

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

**13.6 Breach by Lessor.**

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

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

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

**15. Brokerage Fees.**

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

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**15.2 Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

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

**16. Estoppel Certificates.**

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

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

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

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

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

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

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

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

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

**23. Notices.**

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

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

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

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## 24. Waivers.

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

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

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

## 25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

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

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

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

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

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

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

**26. No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

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

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

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

## 30. Subordination; Attornment; Non-Disturbance.

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

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

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

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

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

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

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

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

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

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

**37. Guarantor.**

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

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

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

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

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

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**39.2 Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

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

**39.4 Effect of Default on Options.**

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

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

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

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

**41. Reservations.**

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

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

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

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

**43. Authority; Multiple Parties; Execution.**

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

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

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

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

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

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

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

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

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attached to this Lease.

**49. Accessibility; Americans with Disabilities Act.**

(a) The Premises:

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

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

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

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

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

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

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

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

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

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

Executed at:  
On: 4/28/2021

By LESSOR:

Poway Executive Plaza, LLC, a California limited liability company

DocuSigned by:

By: Chris Cook

Name Printed: Chris Cook

Title: President

Phone: 619 562 3050

Fax: \_\_\_\_\_

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

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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OFG-21.30, Revised 11-25-2019

Executed at:  
On: 4/28/2021

By LESSEE:

Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA")

DocuSigned by:

By: Caroline Moon

Name Printed: Caroline Moon

Title: Board President

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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CM

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Last Edited: 4/28/2021 3:46 PM

Page 17 of 18

Address: 10580 Prospect Avenue, Suite 200, Santee, CA 92071

Federal ID No.: \_\_\_\_\_

**BROKER**

CBRE, Inc.

Attn: Chris Williams

Title: First Vice President

Address: 4301 La Jolla Village Dr., Ste. 3000 San Diego, CA 92122

Phone: 858 646 4743

Fax: \_\_\_\_\_

Email: chris.williams1@cbre.com

Federal ID No.: \_\_\_\_\_

Broker DRE License #: \_\_\_\_\_

Agent DRE License #: 01791013

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

Federal ID No.: \_\_\_\_\_

**BROKER**

\_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Federal ID No.: \_\_\_\_\_

Broker DRE License #: \_\_\_\_\_

Agent DRE License #: \_\_\_\_\_

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## ARBITRATION AGREEMENT STANDARD LEASE ADDENDUM

**Dated:** April 9, 2021

**By and Between**

**Lessor:** Poway Executive Plaza, LLC, a California limited liability company

**Lessee:** Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA")

**Property Address:** 13915 Danielson Street, Suite 100 and 102, Poway, CA 92064  
(street address, city, state, zip)

Paragraph: 54

### A. ARBITRATION OF DISPUTES:

Except as provided in Paragraph B below, the Parties agree to resolve any and all claims, disputes or disagreements arising under this Lease, including, but not limited to any matter relating to Lessor's failure to approve an assignment, sublease or other transfer of Lessee's interest in the Lease under Paragraph 12 of this Lease, any other defaults by Lessor, or any defaults by Lessee by and through arbitration as provided below and irrevocably waive any and all rights to the contrary. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever.

### B. DISPUTES EXCLUDED FROM ARBITRATION:

The following claims, disputes or disagreements under this Lease are expressly excluded from the arbitration procedures set forth herein: 1. Disputes for which a different resolution determination is specifically set forth in this Lease, 2. All claims by either party which (a) seek anything other than enforcement or determination of rights under this Lease, or (b) are primarily founded upon matters of fraud, willful misconduct, bad faith or any other allegations of tortious action, and seek the award of punitive or exemplary damages, 3. Claims relating to (a) Lessor's exercise of any unlawful detainer rights pursuant to applicable law or (b) rights or remedies used by Lessor to gain possession of the Premises or terminate Lessee's right of possession to the Premises, all of which disputes shall be resolved by suit filed in the applicable court of jurisdiction, the decision of which court shall be subject to appeal pursuant to applicable law 4. Any claim or dispute that is within the jurisdiction of the Small Claims Court and 5. All claims arising under Paragraph 39 of this Lease.

### C. APPOINTMENT OF AN ARBITRATOR:

All disputes subject to this Arbitration Agreement, shall be determined by binding arbitration before: ☒ a retired judge of the applicable court of jurisdiction (e.g., the Superior Court of the State of California) affiliated with Judicial Arbitration & Mediation Services, Inc. ("JAMS"), ☐ the American Arbitration Association ("AAA") under its commercial arbitration rules, ☐ \_\_\_\_\_, or as may be otherwise mutually agreed by Lessor and Lessee (the "Arbitrator"). In the event that the parties elect to use an arbitrator other than one affiliated with JAMS or AAA then such arbitrator shall be obligated to comply with the Code of Ethics for Arbitrators in Commercial Disputes (see: [http://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG\\_003867](http://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_003867)). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. If the Parties have agreed to use JAMS they may agree on a retired judge from the JAMS panel. If they are unable to agree within ten days, JAMS will provide a list of three available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS) will serve as the Arbitrator. If the Parties have elected to utilize AAA or some other organization, the Arbitrator shall be selected in accordance with said organization's rules. In the event the Arbitrator is not selected as provided for above for any reason, the party initiating arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.

### D. ARBITRATION PROCEDURE:

1. **PRE-HEARING ACTIONS.** The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoenas duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.6).

2. **THE DECISION.** The arbitration shall be conducted in the city or county within which the Premises are located at a reasonably convenient site. Any Party may be represented by counsel or other authorized representative. In rendering a decision(s), the Arbitrator shall determine the rights and obligations of the Parties according to the substantive laws and the terms and provisions of this Lease. The Arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdiction, subject only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the court of appropriate jurisdiction pursuant to the provisions of this Lease. The

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


Arbitrator may award costs, including without limitation, Arbitrator's fees and costs, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator in his discretion.

Whenever a matter which has been submitted to arbitration involves a dispute as to whether or not a particular act or omission (other than a failure to pay money) constitutes a Default, the time to commence or cease such action shall be tolled from the date that the Notice of Arbitration is served through and until the date the Arbitrator renders his or her decision. Provided, however, that this provision shall NOT apply in the event that the Arbitrator determines that the Arbitration Notice was prepared in bad faith.

Whenever a dispute arises between the Parties concerning whether or not the failure to make a payment of money constitutes a default, the service of an Arbitration Notice shall NOT toll the time period in which to pay the money. The Party allegedly obligated to pay the money may, however, elect to pay the money "under protest" by accompanying said payment with a written statement setting forth the reasons for such protest. If thereafter, the Arbitrator determines that the Party who received said money was not entitled to such payment, said money shall be promptly returned to the Party who paid such money under protest together with Interest thereon as defined in Paragraph 13.5. If a Party makes a payment "under protest" but no Notice of Arbitration is filed within thirty days, then such protest shall be deemed waived. (See also Paragraph 42 or 43)

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**ADDENDUM TO LEASE**

This Addendum is attached to and made a part of the Lease Agreement ("Lease") between Poway Executive Plaza, LLC, a California limited liability company, as Lessor, and Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA"), as Lessee, dated as of April 9, 2021, for Suite 100 & 102, consisting of approximately 9,225 rentable square feet, located at 13915 Danielson Street, Poway, California.

Unless otherwise defined or the context otherwise indicates, the terms used herein have the meanings defined in the Lease. The provisions of this Addendum shall control over any inconsistent provisions of the Lease. The Lease is hereby modified and supplemented as follows:

Page 1 of 2

50. **TENANT IMPROVEMENTS:** Lessor, at Lessor's sole cost and expense, shall touch up the existing paint as needed. Otherwise, the Lessee accepts the Premises in its current as-is, where-is condition. All Tenant Improvement work shall be provided by Lessor's Tenant Improvement contractor. Additionally, the Lessor will ensure all building systems are in proper working order.
51. **UTILITIES AND JANITORIAL:** Lessee shall be responsible to pay for separately metered electric and voice and data utilities to the Premises. The Rental Rate includes five (5) day per week janitorial services to the suite. Additionally, the building is equipped with individual, roof mounted package units. Since the HVAC units are individual units, Lessee has control over the HVAC for the premises 24 hours per day, 7 days per week. The hours of operation for the common area HVAC units are:

Monday – Friday	8:00 AM to 5:00 PM
Major Holidays	No Service

The Lessor reserves the right to adjust said hours of operation for the overall benefit of the building operation.

52. **BASIC ANNUAL RENT INCREASE:** The Basic Annual Rent as described in Paragraph 1.5 and in Article 4 of this Lease, and the Monthly Installments of the Basic Annual Rent described in Paragraph 1.5 of this Lease shall be adjusted upward by three percent (3%) each year of the lease. This adjustment shall be made twelve (12) months after the Lease Term commences. Therefore, the Rent as described in Paragraph 1.5 of the Lease shall be adjusted accordingly to the following schedule:

Months 1-12	\$ <u>1.45</u> per rentable square foot per month, or \$ <u>13,376.25</u> per month;
Months 13 - Lease Expiration Date	\$ <u>1.50</u> per rentable square foot per month, or \$ <u>13,837.50</u> per month

The rental rates, described as per rentable square foot per month, are, for the most part, approximate and rounded to the nearest \$0.01. The Lessee is responsible for paying the monthly rent as shown, per month, rounding to the nearest \$1.00.

53. **OPERATING EXPENSES:** The Operating Expense Base as described in Paragraph 1.9 and 4 of the Lease shall be determined by utilizing the actual operating expenses incurred for the calendar year 2021. Notwithstanding anything in Paragraph 4 of the Lease to the contrary, Lessee shall pay Operating Expenses (as defined in Paragraph 4.2 of the Lease) as follows: Lessee shall pay no portion of the Operating Expenses for the building during calendar year 2021. Commencing on January 1, 2022, and continuing for the remaining term of the Lease, Lessee shall pay only increases in Operating Expenses above and beyond the actual Operating Expenses for the building for calendar year 2021 as reasonably determined by Lessor. Lessee shall pay Lessee's proportionate share of such increase based upon 9,225 rentable square feet in Lessee's Premises. Lessee shall pay Lessee's proportionate share of Operating Expense increases on a monthly basis at the same time and in addition to Lessee's payment of Base Rent. The Operating Expenses shall be calculated as if the Building was at least 95% occupied using Generally Accepted Accounting Principles (GAAP) consistently applied.

**LESSOR:**  
**Poway Executive Plaza, LLC, a California limited liability company**

By: William Cameron Family Management Co., Inc., a California corporation  
Its: General Partner

DocuSigned by:  
By: Chris Cook  
D045414B78B5D48E...

Its: President

Date: 4/28/2021

**LESSEE:**  
**Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA")**

DocuSigned by:  
By: Caroline Moon  
58778CA8125B4F5

Its: Board President

Date: 4/28/2021

**EXHIBIT "A"**

13915 Danielson Street

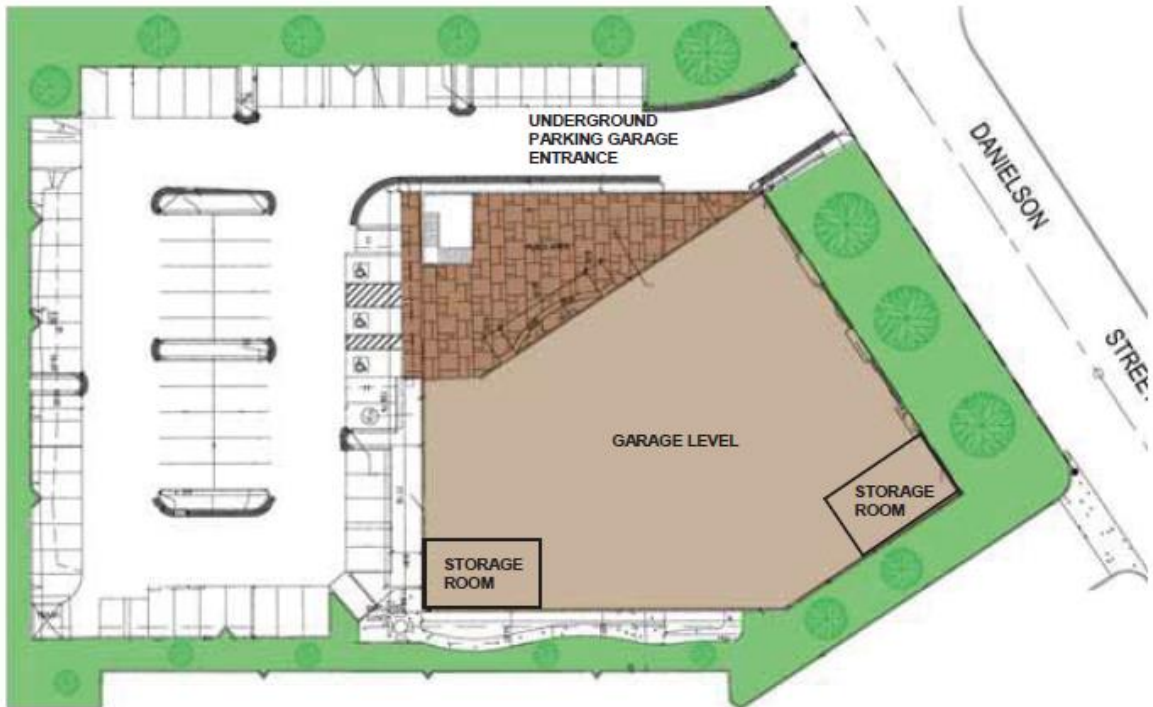
Suite 100 & 102

Approximately 9,225 Rentable Square Feet



**EXHIBIT "B"**

Poway Executive Center  
Project Site Plan



**EXHIBIT "C"**  
**NOTICE OF LEASE TERM DATES**

This Addendum is attached to and made a part of the Lease Agreement ("Lease") between Poway Executive Plaza, LLC, a California limited liability company, as Lessor, and Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA"), as Lessee, dated as of April 9, 2021, for Suite 100 & 102, consisting of approximately 9,225 rentable square feet, located at 13915 Danielson Street, Poway, California.

- 1. Lessee has accepted possession and entered into occupancy of the Premises.
- 2. Lessee has acknowledged that the Premises are substantially complete in accordance with the terms of the Lease, and that there is no deficiency in construction of the Premises or the Leasehold Improvements.
- 3. The Lease Term commenced on \_\_\_\_\_, 20\_\_\_\_ ("Commencement Date"), continues for a term of \_\_\_\_\_ years and \_\_\_\_\_ months, and ends on \_\_\_\_\_, 20\_\_\_\_.
- 4. In accordance with the terms of the Lease, rent commenced to accrue on \_\_\_\_\_, 20\_\_\_\_.
- 5. If the Commencement Date is other than the first day of a calendar month, the first monthly payment contains a pro rata adjustment. Each payment thereafter shall be for the full amount of the monthly installment provided for in the Lease.
- 6. Rent is due and payable in advance on the first day of each and every calendar month during the Lease Term. Rent checks should be made payable to Poway Executive Plaza, LLC
- 7. Rent has not been paid in advance except as provided by the Lease terms, and a Security Deposit in the sum of \$\_\_\_\_\_ has been delivered to Lessor.
- 8. The Lease is in full force and effect, and has not been assigned, modified, supplemented or amended in any way.

<b>LESSOR:</b> <b>Poway Executive Plaza, LLC, a California limited liability company</b>	<b>LESSEE:</b> <b>Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA")</b>
---	--

By: William Cameron Family Management Co., Inc., a California corporation Its: General Partner	
By: _____ Chris Cook	By: _____ Caroline Moon
Its: _____ President	Its: _____ Board President
Date: _____	Date: _____



## RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: 4/9/2021

### EXHIBIT D

#### By and Between

Lessor: Poway Executive Plaza, LLC, a California limited liability company

Lessee: Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA")

Property Address: 13915 Danielson Street, Suite 100 and 102, Poway, CA 92064  
(street address, city, state, zip)

#### GENERAL RULES

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

#### PARKING RULES

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

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8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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EXHIBIT "E"  
SIGN ORDER FORM  
POWAY EXECUTIVE CENTER

To: Cameron Brothers Construction Co., L.P.  
Attn: Waneta Lee  
13915 Danielson Street  
Poway, CA 92064  
(619) 562-3050

From:

Contact:

Phone:

LESSEE IDENTIFICATION SIGNS

SUITE IDENTIFICATION

Suite # 100 & 102

Suite Number in tactile + Braille size 3" x 6"

Interior Glass

Acrylic Plaque

Copy: Upper and lower case. Futura Med. White vinyl. Maximum letter height 3/4", 18 characters maximum per line including punctuation and spaces; indicate space with a slash (/),

Line 1

Line 2

Line 3

Vinyl charges including production:	\$0.00
Installation:	0.00
Total Due:	\$0.00



EXHIBIT "E"  
POWAY EXECUTIVE CENTER  
LOBBY DIRECTORY  
ORDER FORM

Cameron Brothers Construction Co., L.P.  
Attn: Waneta Lee  
13915 Danielson Street  
Poway, CA 92064

LESSEE INFORMATION

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_

LESSEE DIRECTORY IDENTIFICATION

SUITE NUMBER: 100 & 102  
HOW COMPANY SHOULD BE LISTED ON DIRECTORY:  
\_\_\_\_\_  
PLEASE TYPE IN UPPER CASE  
  
LESSEE'S SIGNATURE \_\_\_\_\_

TOTAL CHARGE FOR SERVICE \$0.00

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

**If you are a Listing Agent** - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

**If you are the Buyer's Agent** - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

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

### SELLER'S AGENT

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

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

**To the Buyer and the Seller:**

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

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

### BUYER'S AGENT

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

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

**To the Buyer and the Seller:**

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.

Agent

Associate Licensee Signature

(Date)

Chris Williams

Associate Licensee Printed Name

DocuSigned by:

Caroline Moon

4/28/2021

Buyer/Lessee Signature

(Date)

Caroline Moon

Buyer/Lessee Printed Name

DocuSigned by:

Chris Cook

4/28/2021

Seller/Lessor Signature

(Date)

Chris Cook

Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee.
- The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.
- (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

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

2079.17.

- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

**SAMPLE ONLY – DO NOT FILL OUT**

\_\_\_\_\_ is the Listing agent of (check one): ( ) the seller exclusively; or ( ) both the buyer and seller.  
\_\_\_\_\_ is the Selling agent, *if not the same as the Listing Agent*, of (check one): ( ) the buyer exclusively; or ( ) the seller exclusively; or ( ) both the buyer and seller.

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

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

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

(b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

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

**Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.**

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

### REPRESENTATION CONFIRMATION

Date: April 12, 2021  
 Seller/Lessor: Poway Executive Plaza, LLC, a California limited liability company  
 Buyer/Lessee: Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA")  
 Property Name:  
 Street Address, City, State: 13915 Danielson Street, Suite 100 and 102, Poway, CA 92064  
 Further described as:

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

CBRE, Inc. is the Agent of **(check one)**  
 Name of Listing Agent (Brokerage Firm)

☒ the seller exclusively; or ☐ both the buyer and seller.

is the Agent of **(check one)**  
 Name of Selling Agent/Procuring Broker (Brokerage Firm)

☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.

#### SELLER/LESSOR

DocuSigned by:  
 BY: Chris Cook  
 D045418B79BD48E...  
 PRINT NAME: Chris Cook  
 TITLE: President

#### BUYER/LESSEE

DocuSigned by:  
 BY: Caroline Moon  
 58778CA8125B4E5...  
 PRINT NAME: Caroline Moon  
 TITLE: Board President



1st AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of June 8, 2022, by and between Cameron Brothers Construction Co., L.P., a California limited partnership ("Lessor") and Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA") ("Lessee").

WHEREAS, on or about April 9, 2021 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 13915 Danielson Street, Suite 100 and 102, Poway CA 92064 (the "Premises"), and

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

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

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

☐ TERM: The Expiration Date is hereby ☐ advanced ☐ extended to \_\_\_\_\_.

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

☐ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: \_\_\_\_\_.

☒ OTHER: Lessor has assigned their interest in the Lease to Poway Executive Plaza, LLC, a California limited liability company ("Assignee") effective January 1, 2018 ("Effective Date").


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

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

EXECUTED as of the day and year first above written.

By Lessor:


Cameron Brothers Construction Co., L.P., a  
California limited partnership

By:   
Name Printed: Chris Cook  
Title: President and authorized signator  
Phone: 619-562-3050  
Fax: 619-562-3055  
Email: chris@cameronbros.net

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

By Lessee:

Cabrillo Point Academy, a California  
nonprofit public benefit corporation  
("CPA")

By:   
Caroline Moon (Jun 22, 2022 10:44 PDT)  
Name Printed: Caroline Moon  
Title: Board President  
Phone: 619-782-6464  
Fax: 619-363-7051  
Email: caroline.moon@cabrillopointacademy.org

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

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Page 1 of 1





2nd AMENDMENT TO LEASE

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

WHEREAS, on or about April 9, 2021 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 13915 Danielson Street, Suite 100 and 102, Poway CA 92064 (the "Premises"), and

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

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

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

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to June 30, 2026.

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

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

<u>July 1, 2022 - June 30, 2023</u>	<u>\$16,143.75</u>
<u>July 1, 2023 - June 30, 2024</u>	<u>\$16,789.50</u>
<u>July 1, 2024 - June 30, 2025</u>	<u>\$17,461.08</u>
<u>July 1, 2025 - June 30, 2026</u>	<u>\$18,159.52</u>

☐ OTHER: \_\_\_\_\_.

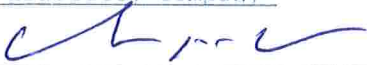
This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or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

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

EXECUTED as of the day and year first above written.

By Lessor:

Poway Executive Plaza, LLC, a California Limited Liability Company

By:   
Name Printed: Chris Cook  
Title: President and authorized signator  
Phone: 619-562-3050  
Fax: 619-562-3055  
Email: chris@cameronbros.net

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

By Lessee:

Cabrillo Point Academy, a California nonprofit public benefit corporation ("CPA")

By: Caroline Moon  
Caroline Moon (Jun 23, 2022 10:43 PDT)  
Name Printed: Caroline Moon  
Title: Board President  
Phone: 619-782-6464  
Fax: 619-363-7051  
Email: caroline.moon@cabrillopointacademy.org

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

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Page 1 of 1



Cabrillo Point Academy

# **Conflict of Interest Code**



## TABLE OF CONTENTS

<del>INSPIRE CHARTER SCHOOL—SOUTH CABRILLO POINT ACADEMY</del> CONFLICT OF INTEREST CODE .....	3
APPENDIX A .....	4
APPENDIX B.....	5
Disclosure Categories .....	5
Category 1 Reporting .....	5
Category 2 Reporting .....	5
Category 3 Reporting .....	5

# ~~INSPIRE CHARTER SCHOOL — SOUTH CABRILLO POINT ACADEMY~~

## CONFLICT OF INTEREST CODE

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

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

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

## APPENDIX A

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

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

## APPENDIX B

### DISCLOSURE CATEGORIES

#### Category 1 Reporting

Designated positions assigned to this category must report:

- Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by ~~Inspire Charter School~~—South Cabrillo Point Academy.

#### Category 2 Reporting

Designated positions assigned to this category must report:

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

#### Category 3 Reporting

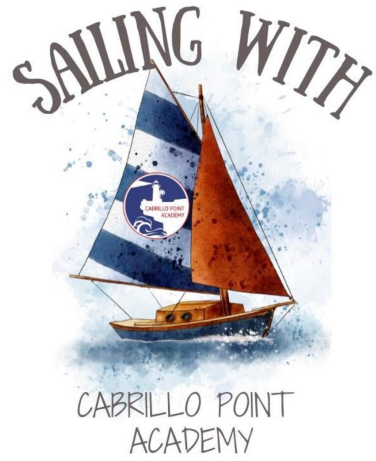
Designated positions assigned to this category must report:

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



# Cabrillo Point Academy

Board Meeting  
August 23, 2022



# Enrollment Update

Current Enrollment: 4311

Newly Enrolled: 1,330

Still enrolling in Orange County

Riverside and San Diego are waitlisted





# Cabrillo Connected



Welcome to the Cabrillo Point Academy CONNECTED HUB for

- Synchronous instruction classes taught by Cabrillo teachers
- Math and reading offered 5 days a week
- Standards based instruction, using Nearpod learning platform
- Broken into grade levels
- Free, no signs, and easy to join
- Interactive

Want to learn more? Interested?

**Cabrillo Connected CLASSES AND CLUBS**

**Come learn more about what we have to offer!**

**Monday 8/22**

**10:00a.m. & 2:00p.m.**

Mrs. Eschenburg's Zoom Room

Michelle.eschenburg@cabrillopointacademy.org  
email for the link or see the CC Club Hub Schedule

FREE AND OPEN TO ALL

Offering lessons from Nearpod and Generation Genius

Math, Language Arts, Art, Science, History, Electives and Middle school & HS Homeroom

	zoom room	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>9:30 AM</b>	A	TK/K MATH 9:30	3/4 MATH 9:30	TK/K MATH 9:30	3/4 MATH 9:30	THE MORNING JOURNAL-9:00 A.M.
<b>9:30/10:00 A.M.</b>	B	1ST/2ND MATH 9:30	5/6 MATH- 10:00	1ST/2ND MATH 9:30	5/6 MATH- 10:00	
<b>10:30 A.M.</b>	C		7/8 MATH- 10:30		7/8 MATH- 10:30	
<b>11:00 A.M.</b>	A	3/4 READING-11:00	TK/K READING-11:00	3/4 WRITING SKILLS 11:00	TK/K WRITING SKILLS 11:00	
	B	5/6 READING-11:00	1/2 READING-11:30	5/6 WRITING SKILLS 11:00	1/2 WRITING SKILLS 11:30	
	C			7/8 READING & WRITING 11:00		
<b>1:00P.M.</b>	A		ART/ MEET THE MASTERS 1:00	SCIENCE/STEM 1:00	HIST/GEOGRAPHY 1:00	MIDDLE SCHOOL HOMEROOM 1:00
<b>1:30P.M.</b>	B		ELECTIVES ROTATION 1:30		ELECTIVES ROTATION 1:30	HS HOMEROOM 1:30

# Student Programs



\*Enrichment program designed to give students the opportunity to work with their peers to learn and explore grade level math concepts, learn math vocabulary and discuss problem solving strategies

\*Meets every Thursday for 45 minutes

\* Use Fall STAR 360 Results and recommend to students who you feel would benefit

42 Students currently enrolled- reaching out and inviting students as STAR results come in. Classes begin September 15

# Explorers on Course



639 total class enrollments for  
ELA and Math

*Explorers on Course is a K-5 program to support and guide families through a set of yearly curriculum for Mathematics and ELA.*

Explorers on Course teachers provide a yearly scope and sequence, weekly lesson plans to help parents in their weekly at-home teaching Monday through Thursday, and engaging live virtual instruction on Tuesday and Thursday. Explorers on Course teachers provide weekly office hours to support parents with the implementation of the curriculum and provide additional resources to support and challenge students.

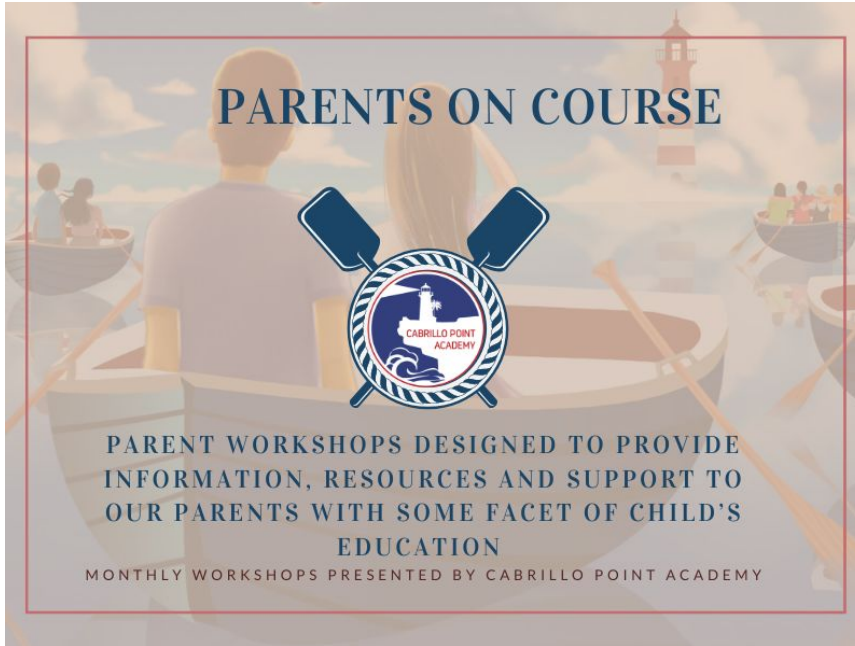
Community- Park Days, Field Trips, Live Classes, Engaging Instruction


New Curriculum - Will cover all standards Essentials in Writing & Blackbird for K & 1

Continuing with Blackbird and Company 2-5 and Singapore E essentials for K-6



# Parent Engagement & Support





# **VIRTUAL 2022/23 HOMESCHOOL ORIENTATION**

Please join us to  
familiarize yourself with Cabrillo Point Academy  
No RSVP required.

Tuesday, August 2 @11am  
Wednesday, August 10 @2pm  
Friday, August 19 @2pm  
Tuesday, August 23 @1pm  
Wednesday, August 31 @1pm

**CONTACT**  
**YVONNE.KAHLEN@CABRILLOPOINTACADEMY.ORG**



# Parent PODS



PARENT OPPORTUNITIES  
TO DEVELOP SUPPORT

# Professional Development



## **Upcoming PD:**

Google Certification Academy- 4th of 7 sessions

Next Sessions are September 2nd and September 16th at 9:30am.

Moby Max and IXL Tips and Tricks- September RC Team Meetings

## **Recently Completed:**

Nearpod Training- All teaching staff completed last week

Stanford Mathematical Mindsets Class- 55 teachers completed in August.



# High School

## Teacher Support:

- Help Desk: Daily office hours hosted by a counselor and high school admin to answer specific questions
- Planned “work parties” to support in HST duties in real time
- Trainings and professional development during the school year

## Parent Engagement:

The High School Team is offering Parents on Course information sessions throughout the school year with timely topics

- Schoology Introduction
- High School Tour
- Concurrent Enrollment
- Progress Monitoring
- CTE Information
- NCAA Information
- High School Information Sessions
- Curriculum Roadshow

## Parent Resource Site:

The Parent Resource site is updated with new information for the 22-23 school year.



# Enrichment Update

- Currently 5 day turnaround
- Average 416 incoming orders per day
- Average 369 processed orders per day





# Cabrillo Point Academy – 2022-23

July 2022							August 2022							September 2022							October 2022							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
					1	2		1	2	3	4	5	6					1	2	3							1	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10		2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17		9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24		16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30			23	24	25	26	27	28	29
31																						30	31					

November 2022							December 2022							January 2023							February 2023						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28				

March 2023							April 2023							May 2023							June 2023							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
			1	2	3	4							1		1	2	3	4	5	6					1	2	3	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13		4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20		11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27		18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31					25	26	27	28	29	30	
							30																					

Blue – Board Meeting

Red – Due Date (See Appendix)

Green – Holiday

# Appendix – Important Dates

## July 2022

- No board meeting

## August 2022

- August 23 @ 1:00pm: Board Meeting
- Fiscal Policy Review

## September 2022

- September 20 @ 1:00pm: Board Meeting
- 9/15: UAR Due
- Board Training (Brown Act, Finance, Legislation, Special Education?)

## October 2022

- October 18 @ 1:00pm: Board Meeting

## November 2022

- No Board Meeting
- 11/1/22: Dashboard Indicators due to the state

## December 2022

- December 6 @ 1:00pm: Board Meeting
- 12/15/22: Approve audit for previous year
- 12/15/22: LCAP due
- 12/15/22: First Interims due to county

## January 2023

- January 24 @ 1:00pm: Board Meeting
- Auditor selection

## February 2023

- No Board Meeting
- 2/1/23: SARC due

## March 2023

- March 7 @ 1:00pm: Board Meeting
- 3/1/23: Comprehensive School Safety Plan due
- 3/1/23: Second Interim due to county
- 3/31/23: Auditor Selection Form due to county
- Approve employee benefits and budget
- 2023-23 projected enrollment numbers

#### April 2023

- No Board Meeting
- 4/1/23: Form 700s due to County Board of Supervisors

#### May 2023

- May 16 @ 1:00pm: Board Meeting
- Public Hearing for LCAP and Federal Addendum
- 5/15/23: 990 Due
- Compensation Policy (not required annually)
- Cabrillo Parent Student Handbook
- Cabrillo Employee Handbook

#### June 2023

- June 20 @ 1:00pm: Board Meeting
- Adopt budget (due July 1)
- Final approval of LCAP and federal addendum
- Fiscal Policy (not required annually)
- MOU for South Schools
- 6/30/23: EPA Budget and Resolution due
- Form 700 – Leaving and assuming office



## **CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064

Phone (619) 404-3190 \* Fax (619) 749-1792

### **Regular Scheduled Board Meeting – Cabrillo Point Academy**

June 14, 2022 – 1:00pm

3152 Red Hill Ave., #150, Costa Mesa, CA 92626

Attendance: Caroline Moon, Lisa Rumsey, Natasha Brunstetter, Gloria Antonini

Absent: Sherri McFadden

Through Teleconference

Also Present: Jenna Lorge, Dr. Erika Vanderspek

Through Teleconference

### **Call to Order**

Caroline Moon called the meeting to order at 1:04 pm.

### **Approval of the Agenda**

- Caroline Moon motioned to approve the Agenda with the exception of striking Item #5
- Natasha Brunstetter seconded.
- Unanimous

### **Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings**

#### **Pursuant to AB 361**

- Natasha Brunstetter motioned to approve the Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
- Gloria Antonini seconded.
- Unanimous

### **Public Comments**

Mrs. Berman asked for more support with college counseling for middle and high school students and would like some clarity on how to get high school credit while in middle school.

### **Closed Session – Conference with Legal Counsel – Anticipated Litigation (One Case) § 54956.9**

- This item was removed from the agenda.

### **Discussion and Potential Action on the 2022-2023 Master Agreement Addendum**

- Lisa Rumsey motioned to approve the 2022-2023 Master Agreement Addendum. Gloria Antonini seconded.
- Unanimous



**Discussion and Potential Action on the 2022-2023 Local Control Accountability Plan (LCAP)**

- Natasha Brunstetter motioned to approve the 2022-2023 LCAP. Gloria Antonini seconded.
- Unanimous

**Discussion and Potential Action on the May Financials**

- a. P2 ADA is 4,123 - unchanged
- b. Revenue increased by \$149K
  - a. Increased Federal SPED rates from \$125 to \$139
  - b. Additional of Mental Health funding and Low Incident funding
- c. Expenses increased by \$2.74M from prior month
  - a. \$2.68M from Spending Plan
  - b. \$60K increase from all other categories
- d. YE surplus is projected at \$2.67M
- e. 25:1 PTR is within compliance
- f. 40/80 is back in compliance
- g. 20.62:1 pupil teacher ratio

- Natasha Brunstetter motioned to approve the May Financials.
- Lisa Rumsey seconded.
- Unanimous

**Discussion and Potential Action on the 2022-2023 Budget**

- a. Budget balance with \$2.18M surplus (4.6% of expense)
- b. (Super) COLA projected for LCFF and other programs
- c. SB740 Requirements all in compliance
- d. Revenue and Expenses:
  - a. ESSER II: 345,998. ESSER III: 1,508,92. 380,109 Extra SPED funding included.
  - b. Certificated Staffing Cost decrease 2.7% (without benefits)
  - c. Classified Staffing cost flat (without benefits)
  - d. Total Benefits increase year to year 15.5% (STRS and Health Insurance increases)
  - e. All other expenses projected in-line with last year's per ADA projected actuals
- e. Fund & Cash Balance
  - a. Fund balance and surplus within state and authorizer requirements
  - b. Fund balance subject to change in anticipation of the June 2021 financial close
  - c. Strong cash balance for each monthly close
  - d. No factoring built into current budget
  - e. Low point in September, which is normal for how revenue is paid

- f. Three Year Forecast
  - a. Next year's budget revenue is an increase from current year and all increases for all 3 years.
  - b. Expenses increase by COLA year-over-year
  - c. Positive surplus and cash balances all three years
- g. California State Budget
  - a. Additional LCFF revenue is inevitable
    - i. Governor's proposal is a ~9.7% COLA
    - ii. Legislature's proposal is a ~16% COLA
  - b. Large one-time funding is inevitable
    - i. Governor's proposal a \$8B (~\$1,500/ADA)
    - ii. Legislature's proposal a \$8.5B (~\$1,600/ADA)
  - c. Timelines for spending is unknown. Additional expenses are unknown.

- Caroline Moon motioned to approve the 2022-2023 Budget. Natasha Brunstetter seconded.
- Unanimous

#### **Discussion and Potential Action on the 2022-2023 Education Protection Account (EPA) Spending Plan**

- Caroline Moon motioned to approve the 2022-2023 EPA Plan. Natasha Brunstetter seconded.
- Unanimous

#### **Discussion and Potential Action on the Resolution Regarding the Education Protection Account (EPA)**

- Caroline Moon motioned to approve the Resolution Regarding the EPA. Lisa Rumsey seconded.
- Unanimous

#### **Discussion and Potential Action on the A-G Expenditure Plan**

- a. Cabrillo is receiving \$144,774. Plans are to:
  - a. Hire an additional math teacher,
  - b. Subsidize AP test fees for low-income students, foster youth, and English learners.
  - c. Offer Naviance.
- Natasha Brunstetter motioned to approve the A-G Expenditure Plan. Gloria Antonini seconded.
- Unanimous

#### **Discussion and Potential Action on the Time and Effort Policy and Procedures**

- Caroline Moon motioned to approve the Time and Effort Policy and Procedures. Natasha Brunstetter seconded.
- Unanimous

#### **Discussion and Potential Action on the Suicide Prevention Policy**

- Lisa Rumsey motioned to approve the Suicide Prevention Policy. Gloria Antonini seconded.
- Unanimous

### **Discussion and Potential Action on the Parent Engagement Policy**

Jennifer Carrete presented to the Board.

- Natasha Brunstetter motioned to approve the Parent Engagement Policy. Gloria Antonini seconded.
- Unanimous

### **Discussion and Potential Action on the 2022-2023 Shared Staff Memorandum of Understanding (MOU)**

- Lisa Rumsey motioned to approve the 2022-2023 Shared MOU. Gloria Antonini seconded.
- Unanimous

### **Discussion and Potential Action on the Amendments to the Danielson Street Lease of Suites 100 and 102**

Landlord was able to extend the time on the lease through June 2026 for these suites instead of drafting a new lease.

- Natasha Brunstetter motioned to approve the Amendments to the Danielson Street Lease of Suites 100 and 102. Gloria Antonini seconded.
- Unanimous

### **Discussion and Potential Action on the Sublease and Shared Use Agreement**

Landlord is preparing a new lease for just PCA since they are the only ones using these suites. CPA and MVA will be excluded from this sublease. Board needs to approve these changes. The new lease will be ready for the August Board meeting.

- Caroline Moon motioned to approve the continuation of working with legal on this revised Sublease and Shared Use Agreement. Natasha Brunstetter seconded.
- Unanimous

### **Board Recruitment Ad-hoc Committee Report**

- Interviews conducted. We have two great candidates. We have two resignations. The two candidate names are Devon Roseli and Ron Morrisette.

### **Discussion and Potential Action on Board Recruitment**

Devon Roseli is a parent of a CPA student. She has been involved in volunteer work for her child. Ron Morrisette is a new CPA parent this year and has worked with OCDE to put on art shows. He has worked with scouts, insurance. He has solid operational experience to bring to the Board.

- Caroline Moon nominated Devon Roseli and Ron Morrisette to serve on the board. Lisa Rumsey seconded.
- Unanimous

### **Discussion and Potential Action Affirming of Board Members and their New Terms**

Sherri McFadden, Lisa Rumsey, and Gloria Antonini have terms that expire June 30, 2022. They will not be returning. Natasha Brunstetter and Caroline Moon will continue on the board to serve a new term starting July 1, 2022.

- Caroline Moon motioned to affirm Caroline Moon, Natasha Brunstetter, Devon Roseli, and Ron Morrisette to begin new board terms effective July 1, 2022. Natasha Brunstetter seconded.
- Unanimous

### **Discussion and Potential Action on the Election of Officers**

- Caroline motioned to table the Election of Officers until the next meeting. Gloria Antonini seconded.
- Unanimous

### **Discussion and Potential Action on the 2022-2023 Board Calendar**

Board meetings will be Tuesdays at 1:00pm.

- Caroline Moon motioned to approve the 2022-2023 Board Calendar. Gloria Antonini seconded.
- Unanimous

### **Consent Agenda**

- a. Special Board Meeting Minutes from May 11, 2022
- b. Regular Board Meeting Minutes from May 12, 2022
- c. Special Board Meeting Minutes from May 19, 2022
- d. 2022-2023 Parent Student Handbook
- e. 2022-2023 Compensation Policy
- f. Invoices Over \$100,000

- Natasha Brunstetter motioned to approve the Consent Agenda items. Lisa Rumsey seconded.
- Unanimous

### **Discussion and Closed Session – Conference with Legal Counsel – Anticipated Litigation (Two Cases)**

- Caroline Moon motioned to enter closed session at 2:05 pm. Gloria Antonini seconded.
- Unanimous
- Caroline motioned to leave closed session at 2:21 pm. Lisa Rumsey seconded.
- Unanimous

Action Taken:

First case - no action taken.

Second case – the board approved reimbursement to Erika Vanderspek for legal fees of \$3,220.

- Caroline Moon motioned to approve. Natasha Brunstetter seconded.
- Unanimous

**Announcement of Next Regular Scheduled Board Meeting**

August 23, 2022 @ 1:00pm

**Adjournment**

-Caroline Moon motioned to adjourn at 2:22 pm. Natasha Brunstetter seconded.

-Unanimous

**Prepared by:**

Lisa Rumsey

**Noted by:**

Board Secretary



## ***CABRILLO POINT ACADEMY***

13915 Danielson St., #200, Poway, California 92064

Phone (619) 404-3190 \* Fax (619) 749-1792

### **Special Board Meeting – Cabrillo Point Academy**

June 28, 2022 – 9:00 am

3152 Red Hill Ave., #150, Costa Mesa, CA 92626

Attendance: Caroline Moon, Sherri McFadden, Lisa Rumsey, Gloria Antonini, Natasha Brunstetter  
Through Teleconference

Also Present: Jenna Lorge, Dr. Erika Vanderspek  
Through Teleconference

### **Call to Order**

Caroline Moon called the meeting to order at 9:00 am.

### **Approval of the Agenda**

- Gloria Antonini motioned to approve the agenda.
- Natasha Brunstetter seconded.
- Unanimous

### **Public Comments**

No public comments.

### **Discussion and Potential Action on the Pre-Kindergarten Spending Plan**

Caroline Moon asked TK students are enrolling for 2022-2023. Currently 140 in the queue.

Sherri McFadden asked if there is a penalty if we don't spend all the grant money. Erika Vanderspek explained that we have 4 years to spend the money, which won't be hard, and if we didn't spend it, we would pay it back.

- Natasha Brunstetter motioned to approve the Pre-Kindergarten Spending Plan.
- Sherri McFadden seconded.
- Unanimous

### **Consent Agenda**

- a. Kindergarten and TK Policy
  - b. 2022-2023 Compensation Policy
  - c. 2022-2023 Employee Handbook
- Lisa Rumsey motioned to approve the Consent Agenda items. Natasha Brunstetter seconded.
  - Unanimous

### **Adjournment**

Caroline Moon motioned to adjourn at 9:07am. Gloria Antonini seconded.

-Unanimous

**Prepared by:**

Lisa Rumsey

**Noted by:**

Board Secretary





## **CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064

Phone (619) 404-3190 \* Fax (619) 749-1792

### **Special Board Meeting – Cabrillo Point Academy**

July 14, 2022 – 12:00 pm

3152 Red Hill Ave., #150, Costa Mesa, CA 92626

Attendance: Caroline Moon, Natasha Brunstetter, Devon Roseli

Absent: Ron Morrisette

Through Teleconference

Also Present: Jenna Lorge, Dr. Erika Vanderspek

Through Teleconference

### **Call to Order**

Caroline Moon called the meeting to order at 12:03pm.

### **Approval of the Agenda**

- Caroline Moon made a motion to approve the agenda.
- Natasha Brunstetter seconded.
- Unanimous

### **Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings**

#### **Pursuant to AB 361**

- Natasha Brunstetter motioned to approve the Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
- Devon Roseli seconded.
- Unanimous

### **Public Comments**

No public comments.

### **Closed Session – Conference with Legal Counsel – Anticipated Litigation (Two Cases) § 54956.9**

- Caroline Moon made a motion to enter closed session at 12:06pm.
- Natasha Brunstetter seconded.
- Unanimous
- Caroline Moon made a motion to leave closed session at 12:27pm.
- Devon Roseli seconded.
- Unanimous
- Report Out:

Case 1990113 was approved. Case 1537944 was approved.

### **Adjournment**

- Caroline Moon made a motion to adjourn at 12:27pm.
- Natasha Brunstetter seconded.
- Unanimous

**Prepared by:**

Dr. Erika Vanderspek

**Noted by:**

Board Secretary



## **CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064

Phone (619) 404-3190 \* Fax (619) 749-1792

### **Special Board Meeting – Cabrillo Point Academy**

August 9, 2022 – 11:00 am

3152 Red Hill Ave., #150, Costa Mesa, CA 92626

Attendance: Caroline Moon, Natasha Brunstetter, Devon Roseli  
Through Teleconference

Also Present: Jenna Lorge, Dr. Erika Vanderspek  
Through Teleconference

### **Call to Order**

Caroline Moon called the meeting to order at 11:06am.

### **Approval of the Agenda**

- Natasha Brunstetter made a motion to approve the agenda.
- Devon Roseli seconded.
- Unanimous

### **Public Comments**

No public comments.

### **Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361**

- Caroline Moon made a motion to approve the Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
- Natasha Brunstetter seconded.
- Unanimous

### **Public Hearing on the Independent Study Policy**

- Caroline Moon opened the public hearing at 11:08am. Dr. Erika Vanderspek explained under AB 181, the independent study policy clarifies when and how the school needs to follow up with students with missing attendance. It specifies multiple credentialed teachers can deliver synchronous instruction. It delineates who must sign the master agreement—parent, student, supervising teacher, (and special education teacher, if applicable)—which is what Cabrillo Point Academy has always done. There were no other comments or questions. Caroline Moon closed the public hearing at 11:11am.

### **Discussion and Potential Action on the Independent Study Policy**

- Caroline Moon made a motion to approve the independent study policy.
- Devon Roseli seconded.

**Discussion and Potential Action on the Education Code (EC) Section 56366(d) Waiver**

- Cabrillo is submitting this waiver to the California Department of Education to waive EC 56366(d), which requires nonpublic schools or agencies to be state-certified, to allow the use of school funding for the placement of one middle school student with disabilities at a uncertified out-of-state nonpublic school for students with disabilities located in Florida.

- Natasha Brunstetter made a motion to approve the waiver.
- Devon Roseli seconded.
- Unanimous

**Consent Agenda****a. 2022-2023 Compensation Policy****b. Time and Effort Policy**

- Caroline Moon made a motion to approve the consent agenda.
- Natasha Brunstetter seconded.
- Unanimous

**Adjournment**

- Caroline Moon made a motion to adjourn at 11:16am.
- Devon Roseli seconded.
- Unanimous

**Prepared by:**

Dr. Erika Vanderspek

**Noted by:**

Board Secretary



Cabrillo Point Academy

# Compensation Policy

2022-2023

COMPENSATION POLICY .....	3
Dedication to Non-Discrimination .....	3
Important Information .....	3
Compensation Philosophy .....	3
Medical Opt-Out Stipend.....	4
CERTIFICATED COMPENSATION .....	4
Certificated Definition .....	4
Teacher Definition .....	5
Salary Placement Guidelines .....	5
Creditable Years of Experience .....	5
Credential/Certification.....	6
Advanced Degree/Certificate Stipends .....	6
Signing Bonus .....	7
Supplemental Duty Stipends .....	7
Voluntary Transfer to Lower Role Placement or Teaching position .....	8
Additional Supplement Bonus (“Supplement”) .....	8
PART-TIME TEACHERS .....	9
For All Part-Time Teachers .....	9
CLASSIFIED COMPENSATION .....	9
Experience and Placement .....	9
Role/Salary Placements.....	10
Advancements on Pay Scale.....	10
Lateral Transfer .....	10
Partial Assignments .....	10
Reassignments.....	11
Rehires.....	11
Experience – Non-Exempt Employees .....	11
Additional Supplement Bonus (“Supplement”) .....	12
APPENDICIES .....	13
A. Stipend Chart.....	13
B. Salary Schedules and Pay Scales.....	13
C. Part-Time Teacher Hourly Schedule .....	13

## COMPENSATION POLICY

### DEDICATION TO NON-DISCRIMINATION

It is the policy of Cabrillo Point Academy not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

### IMPORTANT INFORMATION

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for Cabrillo Point Academy. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The Executive Director shall recommend compensation for all School staff, consistent with the budget approved by the School Board. An employee's regular compensation is paid on a semi-monthly basis in accordance with the School's payroll practices and policies.
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

### COMPENSATION PHILOSOPHY

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy places emphasis on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.



## We Offer

- Comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein.
- A dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset.
- Unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves.
- Equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.
- A transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be affected.

## We Recognize and Reward

- Exceptional performance and contributions that enable excellent student outcomes.
- Commitment of staff who contribute to the long-term success of our students and our organization.

## For Teachers

- Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:
  - Exceptional teacher performance that leads to growth and excellence for students
  - Commitment of teachers who develop deep, high-quality educational experience (within or outside of the School) and assume critical leadership responsibilities

## MEDICAL OPT-OUT STIPEND

Employees may elect not to enroll in any of the medical plans offered by the Charter School. The employee must certify that they have medical coverage for themselves and eligible dependents elsewhere that is comparable to one of the plans offered by the Charter School. They will receive an employer contribution of \$250 per month.

## CERTIFICATED COMPENSATION

### Certificated Definition

For the purpose of this policy, certificated is defined as any position that requires a certificate and/or

credential as defined by the California Teaching Commission (CTC).

### Teacher Definition

For purposes of this schedule, a Teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education.

### Salary Placement Guidelines

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance to the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

### Creditable Years of Experience

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience up to 5 (five) years with placement on year 5 (five).
- An additional year may be granted for teachers who have school-desired experience in what the school determines to be "hard-to-staff" positions.
- One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution's normal work schedule during the school year.
- A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution's normal work schedule during the school year.
- Creditable professional or teaching experience may be earned in:
  - California and US public, charter, and private elementary and secondary schools
  - Accredited foreign public, charter, and private elementary and secondary schools
  - California, US, and foreign accredited universities and colleges
  - Non-public special education contract schools for special education teachers
  - Other regionally accredited educational institutions
- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- Other relevant professional experience may be considered by the Executive Director or designee.

The Executive Director or his or her designee may adjust a rehired teacher's placement on the Salary Schedule as appropriate based on the employee's accumulated experience following the teacher's separation from the School, which may result in a higher or lower placement on the schedule than the teacher would have otherwise been placed had the teacher been continuously employed.

## Credential/Certification

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher Salary Schedule (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher schedule as certificated teachers.
- A teacher is eligible to advance to the proper Pay Scale level once they meet the requirement for that specific Pay Scale level and group based on their creditable years of service and post bachelor's degree units or completion of Advanced Placement certification coursework, if applicable. Course work is creditable for row placement and advancement if it is a course taken for credit at an accredited institution, reasonably related to the employee's assignment or future assignment, and posted as semester, quarter, or trimester units on an official transcript in the institution's graduate course number series or taken from the Advanced Placement program. Points on the pay scale are the equivalent of semester units. Therefore, any eligible units not reported as semester units will be converted for proper placement on the pay scale.
- For any given school year, teachers must submit any successfully completed post-BA units no later than October 31 in order for the units to be applied to the teacher's salary in that school year. Any proof of successfully completed post-BA units submitted to the School after October 31 will not result in an adjustment to compensation until the following school year.
- Any increase in pay resulting from an advancement on the Salary Schedule based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher completes graduate level coursework on January 15 and provides an official transcript on May 1, any advancement on the Salary Schedule and increase in pay will be effective beginning the next school year. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and July 1).
- If a teacher completes graduate level coursework on August 15 and provides an official transcript on October 15, any advancement on the Salary Schedule and increase in pay will be effective beginning the first pay period following October 15. The teacher will not be paid at the higher rate of compensation during the periods between August 15 and October 31. The teacher would receive the advancement starting the next pay period of November 1-15.
- For teachers with less than 98 units, the maximum number of years of service that can be accumulated is 10 years. To add additional years of service, teachers must obtain 98 or more units. The year in which 98 or more units is achieved, the teacher will finish out that year as year 10. They will then advance in years of service the preceding school years as outlined on the Salary Schedule.

## Advanced Degree/Certificate Stipends

- Certificated staff who hold a Doctoral degree are entitled to additional compensation of \$3,000

stipend in addition to their current annual salary on the Salary Schedule.

- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to a \$3,000 stipend in addition to current annual salary on the Salary Schedule.
- Proof of National Board Certificate (NBC) and Doctoral Degrees must be submitted by October 31 in order for stipend to be paid for that year. Any submission after October 31 will result in stipend for the following year.
- The stipends will be paid as set forth in the Stipend Chart below.

### Signing Bonus

If the School decides to issue signing bonuses, the following requirements shall apply.

- Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, to promote diversity, or to address specific concerns at the school.
- The Executive Director shall designate the individuals authorized to receive the signing bonus.
- The signing bonus must be approved by the Board.
- To qualify for a signing bonus, the teacher must:
  - Be certified in the field they are hired to teach.
  - Teach in that field of the bonus.

### Supplemental Duty Stipends

- Stipends are assigned and approved by the Executive Director or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Staff who perform the Supplemental duties outlined in the chart below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the staff member by the Executive Director or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the Executive Director or his/her designee.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years. This means additional duties such as Student Support Coordinator, SPED Lead Teacher, etc. are assigned on a year-by-year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible or as otherwise determined in the sole discretion of the School.
- The School, in its sole discretion, may choose not to offer certain stipends.
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the School.
- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart

once the Supplemental duty has started.

- Student stipends are paid bi-monthly based on the teacher roster from August through June according to the teacher work calendar.
- The Executive Director has been delegated authority to change the stipend amounts and add or change stipends based on the need of the school throughout the year in line with the board adopted budget.

### Voluntary Transfer to Lower Role Placement or Teaching position

Employees approved to voluntarily transfer to a position in a lower placement on the Salary Schedule will be placed in the new salary placement or teacher Salary Schedule, and the salary will be calculated as it is in the new placement or schedule.

### Additional Supplement Bonus ("Supplement")

The Executive Director may recommend a Supplement for teachers as set forth in this section.

- The Executive Director, in his or her sole discretion, shall determine what duties shall be Supplemented based upon the operational needs of the school.
- A Supplement is not automatic and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A Supplement will be paid to the employee in accordance with the schedule provided by the School at the time of Supplement award.
- The Supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All Supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous Supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.
- Teacher Supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the Executive Director prior to performing the Supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage, Extra Student Pay and Enrollment Milestones.
- To qualify for an extended duty Supplement, the following criteria must be met as requested and assigned by the Executive Director:
  - The Executive Director must first agree with the teacher on the terms.
  - The Supplemental work must be separate from the normal job responsibilities.
  - The work must be completed or in the progress of being completed.

## PART-TIME TEACHERS

### For All Part-Time Teachers

- Part-time/Full-time Status: Compensation for part-time teachers will be \$31.00 per hour. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non-instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour per week per enrolled student. Part-time teachers are pre-approved for the hours according to the chart below. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's hourly rate. Part-time teachers will work no more than the number of approved hours per week specified in the chart for the 5 floating days in July. If a part-time teacher anticipates exceeding the number of approved hours per week due to the attendance in the back-to-school training sessions, the teacher must obtain prior approval.
- Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's Employee Handbook. Part-time employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.
- When a case load of 20 students is reached, employees may be rated in and placed on a Salary Schedule and given health care benefits contingent upon the teacher's expected maintenance of a case load at the norm of 28 students for full-time teachers. Carrying a caseload of less than 28 students over a course of three (3) consecutive months may result in a return to part-time status.

## CLASSIFIED COMPENSATION

### Experience and Placement

- Each classified employee will be placed on the Pay Scale based on their creditable years of experience, which will be categorized as equivalent or applicable experience.
- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
  - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
  - Example: SPED Instructional Aide at a school district, or a company may be equivalent experience for the SPED Instructional Aide position, but SPED Center Aide will be applicable experience.
- The evaluation of prior experience and placement on the Pay Scale will be recommended by the Human Resources Department and the Executive Director or designee makes the final decision,

consistent with the School's approved budget.

- The following criteria will be considered in the evaluation of prior experience:
  - The number of days worked in a year must be at least 180 days as a full-time employee
  - The percentage of days worked
  - Position held
  - Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total year of experience is a fraction of a whole, it will be rounded up.
  - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- The Executive Director shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board.

### Role/Salary Placements

All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the Executive Director or designee. Some hard-to-staff positions may be compensated out of the Pay Scale as approved by the Executive Director.

### Advancements on Pay Scale

An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

### Lateral Transfer

A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

### Partial Assignments

In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial ESL duties), the employee will be placed on the Pay Scale (or salary placement) with the higher



salary.

## Reassignments

- Employees approved to voluntarily transfer to a position in a lower placement on the Pay Scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or Pay Scale.
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Executive Director to avoid disruption so long as it is not earlier than the next payroll period.

## Rehires

- A former employee who returns to a position similar to the role held prior to separation will be placed on the Pay Scale as follows:
  - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the Pay Scale.
  - All applicable work experience earned outside of Cabrillo Point Academy, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

## Experience – Non-Exempt Employees

- Each non-exempt employee will be placed on the Pay Scale based on their years of relevant experience. Although non-exempt employees may be paid a monthly salary (paid on a semi-monthly basis), all non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees should receive approval from their supervisor before working overtime.
- The evaluation of prior experience will be made by the Executive Director or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:
  - The number of days worked in a year must be at least 180 days as a full-time employee
  - The percentage of days worked
  - Position held
  - Type of the organization and accreditation
- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the Pay Scale.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on their years of experience.
- Experience may be earned in other districts or other companies.
- The Executive Director or his or her designee may adjust a rehired non-exempt employee's placement on the Pay Scale as appropriate based on the employee's accumulated relevant

experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

### Additional Supplement Bonus ("Supplement")

The Executive Director may recommend a Supplement for classified staff members as set forth in this section.

- An Executive Director, in his or her sole discretion, shall determine what duties shall be Supplemented based upon the operational needs of the school.
- A Supplement is not automatic and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A Supplement will be paid to the employee in accordance with the chart provided by the School at the time of Supplement award.
- The Supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All Supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous Supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.
- Classified staff member's Supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff member and the Executive Director prior to performing the Supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty Supplement, the following criteria must be met as requested and assigned by the Executive Director:
  - The Executive Director must first agree with the classified staff member on the terms.
  - The Supplemental work must be separate from the normal job responsibilities.
  - The work must be completed or in the progress of being completed.

## APPENDICIES

A. STIPEND CHART

B. SALARY SCHEDULES AND PAY SCALES

C. PART-TIME TEACHER HOURLY SCHEDULE

**Cabrillo Point Academy**  
**July 1, 2022 – Stipend Chart**

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
<b>Academic Decathlon Coach/Advisor</b>	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Decathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	28
<b>Academic Pentathlon Coach/Advisor</b>	\$2,500	Assigned Position: Paid to a certificated teacher to teach Academic Pentathlon courses and prepare students for competition.	Eligibility starts at the beginning of the school year and once the support begins.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	28
<b>Career Technical Education (CTE)</b>	\$5,000	Paid to CTE credentialed teachers who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
<b>CHYA</b>	\$2,500	Assigned Position: Paid to a certificated teacher to provide office hours and instruction/support with CHYA curriculum.	Eligibility is earned after service has been completed from start date to end date.	Paid as a lump sum after completion of the work.	28
<b>Counselor - Pupil Personnel Services (PPS) Extra Duties</b>	\$8,500	Paid to PPS credentialed teachers who applied and received the position to be on the team.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
<b>Counselor Extra Section</b>	\$450 per week for each section of counseling coverage over 3 sections.	Provided to school counselors with a PPS who serve an extra section of students as school counselor.	Eligibility starts at the beginning of the school year and once counseling services begin.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	Three (3) sections, additional pay beings on fourth (4 <sup>th</sup> ) section.

**Cabrillo Point Academy**  
**July 1, 2022 – Stipend Chart**

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
Doctoral Degree	\$3,000	Provided to certificated staff who hold a doctorate degree.	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.	N/A
Elementary Explorers on Course Lead Teacher	\$23,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to coordinate Mission 2 Learn classes.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year	24
Elementary Explorers on Course Teacher	\$20,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to teach Mission 2 Learn classes.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year	24
Explorers Teacher Sub	\$31.00 with a total of 2 hours expected	Assigned Position: Paid to a designated HST who volunteered and received the position.	Eligibility starts upon covering an Explorers class as a substitute.	Paid the following paycheck after work and hours are submitted.	N/A
Extended School Year (ESY)	\$3,500	Paid to special education teachers who provide services during ESY.	Eligibility is earned after service has been completed from start date to end date.	Paid in 2 installments during each of the 2 pay periods of ESY.	N/A
Extra Student	\$100/month/ student over required roster limit	If the Executive Director assigns additional students to the employee's roster over the designated amount, the employee will be compensated for those students. The employee will receive \$100/ month per student.	Eligibility starts once the employee is fill-time, and students are assigned at the Executive Director's discretion. Extra pay starts on or after 7/15 with a fully executed Master Agreement.	Paid bimonthly over the course of the student days of attendance. Will be prorated based on period of service during the school year.	Designated Amount HST: 28 RC: 16 HS RC: 10 AD & DSS: 10 HS AD: 5 Staff Dev: 18 Intervention, EL, Expl: 24

**Cabrillo Point Academy**  
**July 1, 2022 – Stipend Chart**

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
High School Academic Support Coordinator	\$12,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be a lead for the team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July - June. Will be not prorated. It is a set amount regardless of when hired for the position.	28 (HST) 16 (RC)
Highly Qualified Teacher Extra Course	\$450/pay period for each section of Edgenuity coverage and \$670/pay period for each section of ChoicePlus Academy coverage after 5 sections.	Provided to single subject credentialed teachers who teach additional coursework beyond a full load in ChoicePlus Academy or Edgenuity programs.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months of the student calendar.	Five (5) sections, additional pay begins on sixth (6 <sup>th</sup> ) section.
Highly Qualified Teacher Summer School	\$31.00 hour	Provided to single subject credentialed teachers who teach additional coursework for high school summer school courses.	Eligibility starts at the beginning of June.	Paid bimonthly over 2 months; June - July. Will be prorated based on period of service during the school year.	N/A
Induction Coach	\$500/ teacher/ semester	Paid to credentialed teachers who work with teachers who are working toward clearing their credential.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
Lead Community Coordinator	\$12,000	Assigned Position: Paid to a certificated teacher who facilitates regular events for the Community Connections program.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July – June. Will be prorated based on period of service during the school year.	18

**Cabrillo Point Academy**  
**July 1, 2022 – Stipend Chart**

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
<b>Library Team Lead</b>	\$650 per month (\$7,800 for 12 months)	This position is open to current CPA Library Specialists.	Eligibility begins immediately.	Paid \$325 bimonthly over 12 months; July - June.	N/A
<b>Math Adventures Teacher</b>	\$5,000	Assigned Position: Paid to a designated HST who applied and received the position to facilitate online instruction and regular events for the Math Adventures program.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	28
<b>Medical Benefit Opt-Out</b>	\$3,000	Provided to staff who opt out of medical benefit coverage.	Eligibility starts at the beginning of the school year.	\$125 paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.	N/A
<b>Mileage</b>	\$1,250 per semester/ \$2,500 per year	Certificated employees who carry a roster and must travel to student monthly meetings.	Eligibility starts at the beginning of the school year and once the teaching begins.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	N/A
<b>MOU Coordinator</b>	\$8,400	Assigned Position: Paid to designated director to provide support for all employees that are on the shared staff MOU.	Eligibility starts at the beginning of the school year paid July-June.	Paid bimonthly over 12 months; July - June. Will be prorated based on period of service during the school year.	N/A
<b>National Board Certification (NBC)</b>	\$3,000	Provided to teachers who have been awarded the National Board Certification.	For current employees who obtain the certification before October 31 of the current school year.	Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.	N/A



**Cabrillo Point Academy**  
**July 1, 2022 – Stipend Chart**

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
<b>National Honor Society Advisor</b>	\$2,500	Assigned Position: Paid to a certificated teacher who serves as an advisor to NHS students and oversees the functions of the honor society.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	28
<b>National Junior Honor Society Advisor</b>	\$2,500	Assigned Position: Paid to a certificated teacher who serves as an advisor to NJHS students and oversees the functions of the honor society.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.	28
<b>Phone/ Internet/ Utilities</b>	\$956.16	Provided to all employees for work expense, including phone, internet, and utilities costs.	For all current employees. Eligibility starts at the beginning of the school year paid bimonthly July - June.	\$39.84 paid bimonthly over July - June. Will be prorated based on period of service during the school year. Payments will align with the employee's work calendar.	N/A
<b>Professional Development Presenter</b>	\$500	Assigned Position: Paid to a credentialed teacher who develops and delivers an approved professional development topic.	Eligibility is earned after service has been completed from start date to end date.	Paid in lump sum after the completion of the work.	N/A
<b>Special Programs Lead</b>	\$6,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	28
<b>SPED Extra Student</b>	Mild/Moderate \$150/month per extra student. Moderate/Severe or Moderate/Severe Transition \$400/month per extra student	If the Special Education Director assigns additional students to the employee's full-time caseload, the employee will receive \$150/month per student in the Mild/Moderate program, \$400/month per student in the Moderate/Severe program or M/S transition program.	Eligibility starts once rosters surpass required roster limits (which may be retroactive to the start of the 2021-2022 school year).	Paid bimonthly over 10 months; August - May.	Designated Amount MM: 22, 7hr MML: 10 MS: 9 MSL: 6 MS Transition: 9

**Cabrillo Point Academy**  
**July 1, 2022 – Stipend Chart**

Stipend	Amount	Description	Eligibility Start	Method of Payment	Base Number of Students
<b>SPED In-Person Provider</b>	Up to 25% - \$1500 Up to 50% - \$3000 Up to 75% - \$4500 Up to 100% - \$6000	Assigned position for SPED Providers. Must provide services to identified student(s) in-person.	Stipend to begin first full pay period following start of in-person services.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	N/A
<b>SPED Lead Teacher</b>	\$1,000	Assigned Position: Must be in a leadership role and an authority in compliance, training, and support in the field of special education.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.	N/A
<b>SPED Lead Program Specialist</b>	\$3,000	Assigned Position: Serves as an administrative designee, authority in compliance, and supports teachers and other Program Specialists in the field of special education.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 12 months; July – June. Will be prorated based on period of service during the school year.	N/A
<b>SPED Lead School Psychologist</b>	\$2,000	Assigned Position: Paid to a credentialed school psychologist who supports the other school psychologists in the field of special education assessment.	Eligibility: Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	N/A
<b>Testing Team Lead</b>	\$6,000	Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.	Eligibility starts at the beginning of the school year.	Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.	28

**Cabrillo Point Academy  
Administrator and Director  
July 1, 2022 – Salary Schedule**

Year	Administrator	Director Level 1	Director Level 2	Director Level 3	Assistant Director
1	\$67,000	\$95,800	\$118,500	\$154,500	\$113,300
2	\$69,000	\$98,400	\$121,500	\$158,100	\$116,100
3	\$71,100	\$100,900	\$124,600	\$162,200	\$119,000
4	\$73,100	\$103,000	\$127,700	\$165,800	\$122,100
5	\$75,200	\$105,600	\$130,800	\$170,000	\$125,100
6	\$77,300	\$108,200	\$133,900	\$174,100	\$128,200
7	\$79,800	\$111,200	\$137,000	\$178,700	\$131,300
8	\$82,400	\$113,800	\$141,100	\$182,300	\$134,400
9	\$85,000	\$115,400	\$144,200	\$185,900	\$139,100
10	\$87,600	\$118,500	\$147,800	\$189,500	\$141,100
11	\$90,100	\$121,000	\$151,400	\$193,100	---
12	\$92,700	\$124,600	\$155,500	\$196,700	---
13	\$95,300	\$127,700	\$159,100	\$200,300	---
14	\$98,400	\$130,800	\$163,300	\$203,900	---
15	\$100,900	\$133,900	\$167,400	\$206,000	---

Director Level 1	Director Level 2	Director Level 3
Director of School Support	Director of HR Development	Director of Special Education
Director of Testing	Director of IT	Assistant Senior Director
Director of Accounting	Director of Technology Systems	
Director of Student Support	Director of High School	
Director of Compliance	Director of Accountability	
Director of Achievement & Accr.		
Director of Enrichment		
Director of ChoicePlus Academy		
Director of Edgenuity		
Director of Vendors		

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 228 work days. The 228 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

Cabrillo Point Academy  
Certificated Support  
July 1, 2022 – Salary Schedule

PROGRAM SPECIALIST

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Salary	\$87,000	\$89,200	\$91,400	\$93,700	\$96,100	\$98,500	\$100,900	\$103,500	\$106,000	\$108,700	\$111,400	\$114,200	\$117,100	\$120,000	\$123,000

SCHOOL PSYCHOLOGIST

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$85,200	\$88,300	\$92,800	\$97,400	\$102,300	\$107,400

SPEECH/LANGUAGE PATHOLOGIST

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$77,900	\$82,000	\$86,300	\$90,900	\$95,600	\$100,400

NURSE

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$74,100	\$77,800	\$81,200	\$85,300	\$89,600	\$94,100

OCCUPATIONAL THERAPIST & MENTAL HEALTH THERAPIST/SOCIAL WORKER

Step	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	\$74,300	\$78,100	\$82,300	\$86,600	\$91,200	\$95,900

\*NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*\*Annualized salary includes 201 work days. The 201 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**July 1, 2022 – Classified Pay Scales**

**Classified Pay Scale – 191**

Pay Scale Group	A	B	C	D	E	F	G	H	I	J	K	L
Spec L1	\$15.78	\$16.16	\$16.54	\$17.05	\$17.55	\$18.18	\$18.69	\$19.19	\$20.46	\$21.68	\$22.35	\$22.64
Spec L2	\$18.94	\$19.45	\$20.08	\$20.58	\$21.09	\$21.72	\$22.35	\$22.98	\$23.60	\$24.24	\$30.26	\$25.76

New classified team members will be placed on this pay schedule based on:

- Experience in their field of expertise
- Education level, Degrees or Certificates
- Comparable Industry Standard Compensation

Annual pay advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Classified Pay Scale – 228**

Pay Scale Group	A	B	C	D	E	F	G	H	I	J	K	L
Spec L1	\$15.78	\$16.16	\$16.54	\$17.05	\$17.55	\$18.18	\$18.69	\$19.19	\$20.46	\$21.68	\$22.35	\$22.64
Spec L2	\$18.94	\$19.45	\$20.08	\$20.58	\$21.09	\$21.72	\$22.35	\$22.98	\$23.60	\$24.24	\$25.00	\$25.76
Spec L3	\$20.20	\$20.84	\$21.47	\$22.10	\$22.73	\$23.42	\$24.12	\$24.88	\$25.63	\$26.39	\$27.05	\$27.58
Spec L4/Executive Assistant	\$25.25	\$26.01	\$26.77	\$27.65	\$28.41	\$29.30	\$30.18	\$31.06	\$31.95	\$32.83	\$33.46	\$34.14

New classified team members will be placed on this pay schedule based on:

- Experience in their field of expertise
- Education level, Degrees or Certificates
- Comparable Industry Standard Compensation

Annual pay advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Counselor**  
**July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$61,600**	\$61,600**	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700
B ( + 14 points)	\$61,600**	\$61,600**	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$67,500
C ( + 28 points)	\$61,700	\$ 61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$66,800	\$70,100
D ( + 42 points)	\$61,700	\$ 61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$66,000	\$69,300	\$72,800
E ( + 56 points)	\$61,700	\$ 61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$65,100	\$69,500	\$71,800	\$75,400
F ( + 70 points)	\$61,700	\$ 61,700	\$61,700	\$61,700	\$61,700	\$64,200	\$67,400	\$70,800	\$74,300	\$78,100
G ( + 84 points)	\$61,700	\$ 61,700	\$61,700	\$61,700	\$63,200	\$66,400	\$69,700	\$73,200	\$76,800	\$80,700
H ( + 98 points)	\$61,700	\$ 61,700	\$61,700	\$62,200	\$65,300	\$68,500	\$72,000	\$75,600	\$79,400	\$83,400

**Additional Pay Scale Levels**

	11	12	13	14
(continued) H ( + 98 points)	\$86,000	\$88,600	\$91,300	\$93,900

H15	H20	H25	H30
\$96,600	\$99,200	\$101,900	\$104,000

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy  
Highly Qualified Teacher (HQT)  
July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$61,600**	\$61,600**	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700
B ( + 14 points)	\$61,600**	\$61,600**	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$67,500
C ( + 28 points)	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$66,800	\$70,100
D ( + 42 points)	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$66,000	\$69,300	\$72,800
E ( + 56 points)	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$65,100	\$69,500	\$71,800	\$75,400
F ( + 70 points)	\$61,700	\$61,700	\$61,700	\$61,700	\$61,700	\$64,200	\$67,400	\$70,800	\$74,300	\$78,100
G ( + 84 points)	\$61,700	\$61,700	\$61,700	\$61,700	\$63,200	\$66,400	\$69,700	\$73,200	\$76,800	\$80,700
H ( + 98 points)	\$61,700	\$61,700	\$61,700	\$62,200	\$65,300	\$68,500	\$72,000	\$75,600	\$79,400	\$83,400

**Additional Pay Scale Levels**

	11	12	13	14
(continued)				
H ( + 98 points)	\$86,000	\$88,600	\$91,300	\$93,900

H15	H20	H25	H30
\$96,600	\$99,200	\$101,900	\$104,000

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 191 work days. The 191 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Homeschool Teacher (HST) – Middle and High School**  
**July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$71,900**	\$71,900**	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900
B ( + 14 points)	\$71,900**	\$71,900**	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$74,300
C ( + 28 points)	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$73,600	\$76,900
D ( + 42 points)	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$72,800	\$76,100	\$79,600
E ( + 56 points)	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$72,800	\$76,300	\$78,600	\$82,200
F ( + 70 points)	\$71,900	\$71,900	\$71,900	\$71,900	\$71,900	\$72,000	\$74,200	\$77,600	\$81,100	\$84,900
G ( + 84 points)	\$71,900	\$71,900	\$71,900	\$71,900	\$72,000	\$74,200	\$76,500	\$80,000	\$83,600	\$87,500
H ( + 98 points)	\$71,900	\$71,900	\$71,900	\$72,000	\$74,200	\$76,300	\$78,800	\$82,400	\$86,200	\$90,100

**Additional Pay Scale Levels**

	11	12	13	14
(continued)				
H ( + 98 points)	\$92,800	\$95,400	\$98,100	\$100,700

H15	H20	H25	H30
\$103,400	\$106,000	\$108,700	\$110,800

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

\*\*\*\*Must maintain 28 students.



**Cabrillo Point Academy  
Homeschool Teacher (HST)  
July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$61,600**	\$61,600**	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600
B ( + 14 points)	\$61,600**	\$61,600**	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$64,000
C ( + 28 points)	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$63,300	\$66,600
D ( + 42 points)	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$62,500	\$65,800	\$69,300
E ( + 56 points)	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$62,500	\$66,000	\$68,300	\$71,900
F ( + 70 points)	\$61,600	\$61,600	\$61,600	\$61,600	\$61,600	\$61,700	\$63,900	\$67,300	\$70,800	\$74,600
G ( + 84 points)	\$61,600	\$61,600	\$61,600	\$61,600	\$61,700	\$63,900	\$66,200	\$69,700	\$73,300	\$77,200
H ( + 98 points)	\$61,600	\$61,600	\$61,600	\$61,700	\$63,900	\$66,000	\$68,500	\$72,100	\$75,900	\$79,800

**Additional Pay Scale Levels**

	11	12	13	14
(continued) H ( + 98 points)	\$82,500	\$85,100	\$87,800	\$90,400

H15	H20	H25	H30
\$93,100	\$95,700	\$98,400	\$100,500

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Intervention Support Teacher/English Language Development Teacher**  
**July 1, 2022-2023 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$81,600**	\$81,600**	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600
B ( + 14 points)	\$81,600**	\$81,600**	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$84,000
C ( + 28 points)	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$83,300	\$86,600
D ( + 42 points)	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$82,500	\$85,800	\$89,300
E ( + 56 points)	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$82,500	\$86,000	\$88,300	\$91,900
F ( + 70 points)	\$81,600	\$81,600	\$81,600	\$81,600	\$81,600	\$81,700	\$83,900	\$87,300	\$90,800	\$94,600
G ( + 84 points)	\$81,600	\$81,600	\$81,600	\$81,600	\$81,700	\$83,900	\$86,200	\$89,700	\$93,300	\$97,200
H ( + 98 points)	\$81,600	\$81,600	\$81,600	\$81,700	\$83,900	\$86,000	\$88,500	\$92,100	\$95,900	\$99,800

**Additional Pay Scale Levels**

	11	12	13	14
(continued) H ( + 98 points)	\$102,500	\$105,100	\$107,800	\$110,400

H15	H20	H25	H30
\$113,100	\$115,700	\$118,400	\$120,500

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.  
 \*\*Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.  
 \*\*\*Must maintain a roster of 24 students.  
 \*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Regional Coordinator – Middle and High School**  
**July 1, 2022 – Salary Schedule**

Year	1	2	3	4	5	6	7	8	9
Salary	\$97,300	\$99,500	\$101,700	\$104,000	\$106,400	\$108,800	\$111,200	\$113,800	\$116,300

Regional Coordinators must hold a minimum of 10 students.

\*NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*\*Annualized salary includes 206 work days, and team members may need to work additional days beyond the work calendar.

\*\*\*Annual salary advancements are not guaranteed and are subject to the charter's operational needs and/or budget approved by the school board.

Cabrillo Point Academy  
Regional Coordinator  
July 1, 2022 – Salary Schedule

Year	1	2	3	4	5	6	7	8	9
Salary	\$87,000	\$89,200	\$91,400	\$93,700	\$96,100	\$98,500	\$100,900	\$103,500	\$106,000

Regional Coordinators must hold a minimum of 16 students.

\*NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*\*Annualized salary includes 206 work days, and team members may need to work additional days beyond the work calendar.

\*\*\*Annual salary advancements are not guaranteed and are subject to the charter's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy  
Special Education (SPED) Teacher  
July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$63,400**	\$63,400**	\$63,400	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200
B ( + 14 points)	\$63,400**	\$64,000**	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$71,700
C ( + 28 points)	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$71,000	\$74,700
D ( + 42 points)	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$70,100	\$73,800	\$77,700
E ( + 56 points)	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$69,100	\$74,000	\$76,600	\$80,600
F ( + 70 points)	\$65,200	\$65,200	\$65,200	\$65,200	\$65,200	\$68,100	\$71,700	\$75,500	\$79,400	\$83,600
G ( + 84 points)	\$65,200	\$65,200	\$65,200	\$65,200	\$67,000	\$70,500	\$74,200	\$78,100	\$82,200	\$86,600
H ( + 98 points)	\$65,200	\$65,200	\$65,200	\$65,800	\$69,200	\$72,900	\$76,800	\$80,800	\$85,100	\$89,500

**Additional Pay Scale Levels**

	11	12	13	14
(continued) H ( + 98 points)	\$92,500	\$95,500	\$98,400	\$101,400

H15	H20	H25	H30
\$104,300	\$107,300	\$110,300	\$112,600

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 191 work days. The 191 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Staff Development Coordinator**  
**July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$71,600**	\$71,600**	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600
B ( + 14 points)	\$71,600**	\$71,600**	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$74,000
C ( + 28 points)	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$73,300	\$76,600
D ( + 42 points)	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$72,500	\$75,800	\$79,300
E ( + 56 points)	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$72,500	\$76,000	\$78,300	\$81,900
F ( + 70 points)	\$71,600	\$71,600	\$71,600	\$71,600	\$71,600	\$71,700	\$73,900	\$77,300	\$80,800	\$84,600
G ( + 84 points)	\$71,600	\$71,600	\$71,600	\$71,600	\$71,700	\$73,900	\$76,200	\$79,700	\$83,300	\$87,200
H ( + 98 points)	\$71,600	\$71,600	\$71,600	\$71,700	\$73,900	\$76,000	\$78,500	\$82,100	\$85,900	\$89,800

**Additional Pay Scale Levels**

	11	12	13	14
(continued) H ( + 98 points)	\$92,500	\$95,100	\$97,800	\$100,400

H15	H20	H25	H30
\$103,100	\$105,700	\$108,400	\$110,500

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 198 work days. The 198 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Must maintain a roster of 18 students.

\*\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Student Support Coordinator and 504 Coordinator**  
**July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

Points*	1	2	3	4	5	6	7	8	9	10
A (Minimum)	\$77,000**	\$77,000**	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000
B ( + 14 points)	\$77,000**	\$77,000**	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$79,400
C ( + 28 points)	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$78,800	\$82,100
D ( + 42 points)	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$78,000	\$81,300	\$84,700
E ( + 56 points)	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$78,000	\$81,400	\$83,800	\$87,400
F ( + 70 points)	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,100	\$79,400	\$82,800	\$86,300	\$90,000
G ( + 84 points)	\$77,000	\$77,000	\$77,000	\$77,000	\$77,100	\$79,400	\$81,700	\$85,100	\$88,800	\$92,700
H ( + 98 points)	\$77,000	\$77,000	\$77,000	\$77,100	\$79,400	\$81,400	\$83,900	\$87,500	\$91,300	\$95,300

**Additional Pay Scale Levels**

	11	12	13	14
(continued)				
H ( + 98 points)	\$97,900	\$100,600	\$103,200	\$105,900

H15	H20	H25	H30
\$108,500	\$111,200	\$113,800	\$115,900

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 201 work days. The 201 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

Cabrillo Point Academy  
Technology Department  
July 1, 2022 – Classified Pay Scales

Job Title		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
IT Tech (ITT) or Order Fulfillment Specialist (OFS)	Hourly	\$20.60	\$21.22	\$21.86	\$22.51	\$23.19	\$23.81	\$24.46	\$25.10	\$25.75	\$26.40	\$27.05	\$27.69	\$28.34	\$28.98	\$29.63	\$30.27
	Annual																
IT Tech II or Order Fulfillment Specialist 2 or IT Administrative Assistant (ITAA)	Hourly	\$22.66	\$23.34	\$24.04	\$24.76	\$25.50	\$26.19	\$26.90	\$27.61	\$28.33	\$29.04	\$29.75	\$30.46	\$31.17	\$31.88	\$32.59	\$33.30
	Annual																
IT Support Specialist (ITSS)	Hourly	\$24.72	\$25.46	\$26.22	\$27.02	\$27.82	\$28.57	\$29.36	\$30.13	\$30.90	\$31.67	\$32.46	\$33.23	\$34.00	\$34.78	\$35.56	\$36.33
	Annual																
IT Support Specialist II or Tech Coordinator (TC) or IT Provisioning Manager	Hourly	\$26.78	\$27.58	\$28.41	\$29.26	\$30.14	\$30.95	\$31.80	\$32.64	\$33.48	\$34.32	\$35.15	\$36.00	\$36.83	\$37.69	\$38.51	\$39.38
	Annual																
IT Support Specialist III or Data Analyst Tech Coordinator 2 or DevOps Engineer 1 (DO1)	Hourly	\$28.84	\$29.71	\$30.60	\$31.52	\$32.46	\$33.34	\$34.25	\$35.14	\$36.05	\$36.96	\$37.88	\$38.75	\$39.66	\$40.58	\$41.49	\$42.40
	Annual																
IT Administrator (ITA) or DevOps Engineer 2 (DO2)	Hourly	\$32.96	\$33.95	\$34.97	\$36.02	\$37.10	\$38.08	\$39.13	\$40.19	\$41.20	\$42.26	\$43.26	\$44.28	\$45.33	\$46.39	\$47.40	\$48.46
	Annual																
IT Manager (ITM)	Hourly	\$39.23	\$40.29	\$41.35	\$42.36	\$43.41	\$44.47	\$45.53	\$46.59	\$47.64	\$48.65	\$49.71					
	Annual												\$105,600.00	\$108,200.00	\$111,200.00	\$113,800.00	\$115,400.00

New classified team members will be placed on this pay schedule based on:

- Experience in their field of expertise
- Education level, Degrees or Certificates
- Comparable Industry Standard Compensation

Annual pay advancements for longevity are not guaranteed and are subject to the school’s operational needs and/or budget approved by the school board.



Cabrillo Point Academy  
Part-Time Homeschool Teacher (HST)  
July 1, 2022 – Hourly Schedule

Number of Regularly Enrolled Students	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Number of Approved Hours Per Week	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29

Part-Time Highly Qualified Teacher (HQT)  
July 1, 2022 – Hourly Schedule

Number of Sections Covered	1	2	3	4
Number of Approved Hours Per Week	15	20	25	30

**Please Note:**

- No more than your max approved hours should be worked in one calendar week without prior approval.
- No more than 8 hours can be worked in one day.
- Any time over 5 hours in a day must include scheduled lunch.
- No hours may be worked on Holidays.
- No hours are approved over school breaks: (ex. Thanksgiving Break, Winter Break, Presidents' Break, Spring Break)



Cabrillo Point Academy

# English Learner Master Plan

~~2021-2022~~ 2022-2023

# TABLE OF CONTENTS

Master Plan for Services to English Learners 2022-2023.....	4
English Learner Roadmap .....	4
CPA EL Mission and Vision:.....	4
Guiding Principles of our EL program: .....	5
Identification Tools .....	5
Step 1: Registration, Including Completion of the Home Language Survey.....	6
Assessment.....	6
Step 2: English Language Proficiency Assessment .....	7
Criteria for reasonable fluency in English .....	7
Parent Notification .....	8
Step 3: Parent Notification of Results .....	8
Parent Notification of Initial Assessment Results and Program Placement .....	8
Parent Notification of Annual Assessment Results and Program Placement .....	9
Program Placement/Instructional .....	9
Step 4: Program Placement .....	11
Step 5: Parent Engagement Plan .....	14
BILITERACY RECOGNITION PROGRAM (BRP) AND STATE SEAL OF BILITERACY (SSB) .....	14
AT PROMISE EL STUDENTS & LTELs (Long Term English Learners) .....	14
ANNUAL EL and SUMMATIVE ELPAC NOTIFICATION LETTER .....	15
STAFFING .....	15
PROFESSIONAL DEVELOPMENT FOR STAFF AND ADMINISTRATORS ON INITIAL IDENTIFICATION, PLACEMENT, AND RELATED PARENTAL RIGHTS/INFORMED CONSENT .....	15
INITIAL ELPAC-ELAS CORRECTION POLICY AND PROCESS .....	16
RECLASSIFICATION .....	16
Reclassification Policy, Criteria, and Process:.....	17
Process.....	18
RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES .....	18
RFEP Monitoring.....	18
RFEP Monitoring Schedule .....	18
<del>District English Learner Advisory Committee (DELAC)</del> Multilingual Learners Advisory Committee (MLAC) .....	19
<del>District English Learner Advisory Committee (DELAC)</del> Multilingual Learners Advisory Committee (MLAC) BYLAWS .....	19

Article I: Name of Committee .....	19
Article II: Purpose and Responsibilities .....	19
Article III: Membership.....	20
Article IV: Officers .....	20
Article V: Meetings and Quorum .....	20
Article VI: Ratification and Amendments of Bylaws.....	21
INITIAL ELPAC NOTIFICATION LETTER .....	22
Annual English Learner Notification Letter .....	24
Evidence Form - Initial ELPAC Correction: Correcting ELAS from EL to IFEP .....	27
Parent Notification Letter of Reclassification .....	28
Reclassification Form for English Learners with Disabilities .....	29
Policy, from CPA EL Master Plan: .....	29
Reclassifying English Learners with Disabilities .....	29
22-23 RFEP Monitoring-CPA .....	31
Reclassification-CPA • 8/11/2022.....	31
K-12 RFEP Student Monitoring.....	33
RFEP Student Monitoring – CPA 8/11/2022 .....	33

# MASTER PLAN FOR SERVICES TO ENGLISH LEARNERS 2022-2023

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

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

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

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

## ENGLISH LEARNER ROADMAP

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

Principle 1: Assets-Oriented and Needs-Responsive

Principle 2: Intellectual Quality of Instruction and Meaningful Access

Principle 3: System Conditions that Support Effectiveness

Principle 4: Alignment and Articulation Within and Across Systems

## CPA EL MISSION AND VISION:

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

2022-2023 school year.

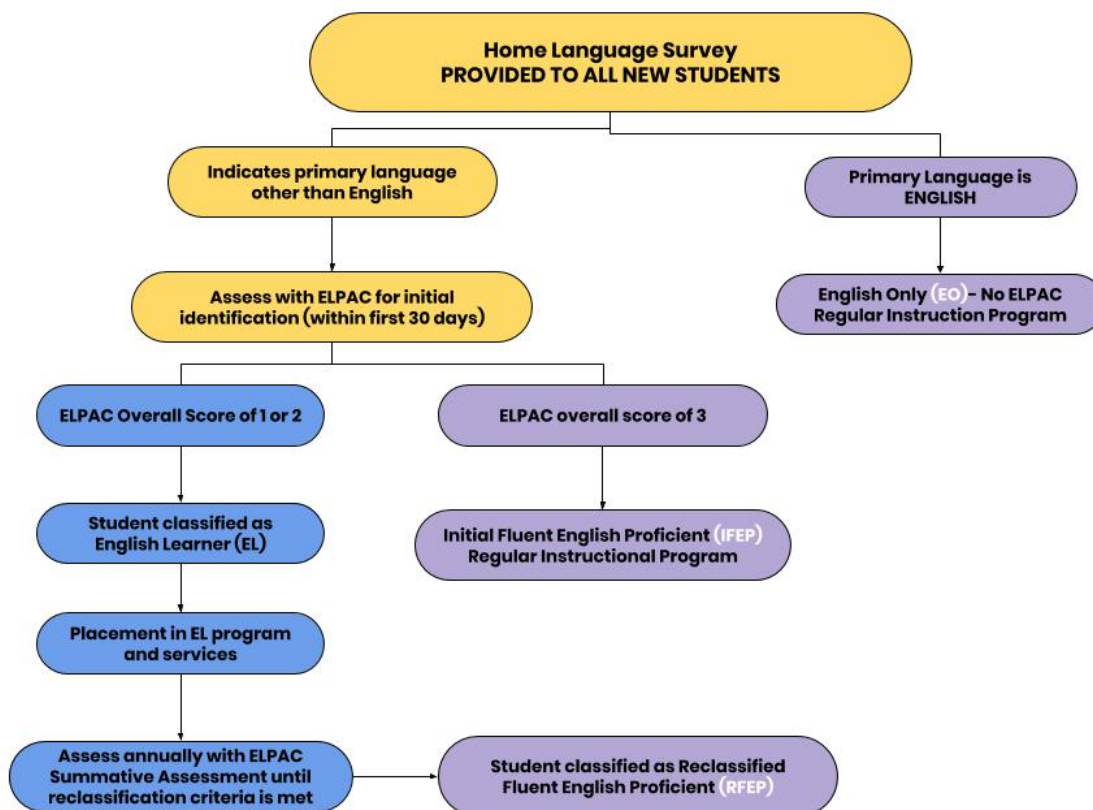
## GUIDING PRINCIPLES OF OUR EL PROGRAM:

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

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

## IDENTIFICATION TOOLS

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



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

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

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

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

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

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

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

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

### Assessment

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

## STEP 2: ENGLISH LANGUAGE PROFICIENCY ASSESSMENT

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

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

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

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

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

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

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

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

### Criteria for reasonable fluency in English

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



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

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

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

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

### Parent Notification

- Results of assessments
- Student Placement

## STEP 3: PARENT NOTIFICATION OF RESULTS

### Parent Notification of Initial Assessment Results and Program Placement

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

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

- Instructional program placement

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

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

## Parent Notification of Annual Assessment Results and Program Placement

### Program Placement/Instructional

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

All EL students receive access to the following curriculum:



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

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

#### Classes based on EL level (ELPAC overall score)

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

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

- Monthly information for AWR
- Grades each semester

#### Parent will provide the following to HST:

- Work sample for each LP (ELD Log)

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

#### All levels:

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

to their core language arts curriculum

**For all Parent Led courses the Parent will provide and/or collaborate on the following with the HST:**

- Monthly information for AWR
- Grades each semester
- Work sample for each LP (ELD Log)

## STEP 4: PROGRAM PLACEMENT

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

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

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

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

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

ELPAC Performance Level & ELD Standards Proficiency Level Descriptors				
ELPAC Performance Level	Level 1: Minimally Developed	Level 2: Somewhat Developed	Level 3: Moderately Developed	Level 4: Well Developed
	English learners at this level have <b>minimally developed</b> oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level.	English learners at this level have <b>somewhat developed</b> oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas.	English learners at this level have <b>moderately developed</b> oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas.	English learners at this level have <b>well-developed</b> oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts.
ELD	Emerging	Expanding		Bridging

<b>Standards Proficiency Levels</b>	Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language	Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade level.	Students at this level continue to learn and apply a range of high level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The "bridge" alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade-level tasks in all content areas with varying degrees of scaffolding in order to develop both content knowledge and English.
<b>Level of Support</b>	<b>Substantial</b>	<b>Moderate</b>	<b>Light</b>
	Students at the <i>early stages</i> of the Emerging level can engage in complex, cognitively demanding social and academic activities requiring language when provided substantial linguistic support; as they develop more familiarity and ease with understanding and using English, support may be moderate or light for familiar tasks or topics.	Students at the <i>early stages</i> of the Expanding level can engage in complex, cognitively demanding social and academic activities requiring language when provided moderate linguistic support; as they develop increasing ease with understanding and using English in a variety of contexts, support may be light for familiar tasks or topics.	Students at the <i>early stages</i> of the Bridging level can engage in complex, cognitively demanding social and academic activities requiring language when provided light linguistic support; as they develop increasing ease with understanding and using highly technical English, support may not be necessary for familiar tasks or topics using everyday English.

Reference Chart English Learner Student Typologies		
Typology	Key Characteristics	Considerations
<b>Newcomers</b>	<ul style="list-style-type: none"> <li>In U.S. three years or less</li> <li>Little or no English language proficiency on arrival</li> <li>Some well-prepared in native language, on grade level, others are below</li> <li>Some arrive with many transferable credits, others with no transcript records</li> <li>Steady progress through ELS sequence</li> <li>If school offers native-language content courses, credit accrual toward graduation can be rapid</li> <li>Difficulty passing CAHSEE within four-year time frame</li> <li>Academic achievement in terms of grades similar to rest of the school</li> <li>Facing cultural transition</li> </ul>	<ul style="list-style-type: none"> <li>Special orientation and transitional classes</li> <li>Newcomer class or program</li> <li>High quality literacy-focused English Language Development curriculum</li> <li>Extended time through a five or six-year high school program</li> <li>Home language academic content classes</li> <li>Deliberate instruction within context of content to learn: How English Works and become proficient in using it</li> <li>Direct Instruction for Language to Access/Comprehend</li> <li>Direct Instruction for Language to Participate/Activities, Tasks, and Processes of Learning</li> </ul>
<b>Well-Educated Newcomer Students</b>	<ul style="list-style-type: none"> <li>In U.S. three years or less</li> <li>Schooling in native country usually excellent</li> <li>Strong literacy skills in home language</li> <li>Rapid movement through ESL sequence</li> <li>Academic achievement in terms of grades</li> </ul>	<ul style="list-style-type: none"> <li>Should not be placed in academic content classes that stall or repeat content they already know</li> <li>High level academic course in home language should be offered where available</li> <li>Mainstream English classes with native</li> </ul>

	<ul style="list-style-type: none"> <li>exceeds rest of school</li> <li>Often highly motivated</li> <li>Good possibility of graduating in four years</li> </ul>	<ul style="list-style-type: none"> <li>language support materials and text</li> <li>If appropriate credit is given for coursework completed in the home country</li> <li>Deliberate instruction within context of content to learn: How English Works and become proficient in using it</li> <li>Direct Instruction for Language to Access/Comprehend</li> <li>Direct Instruction for Language to Participate/Activities, Tasks, and Processes of Learning</li> </ul>
<b>Under-Schooled</b>	<ul style="list-style-type: none"> <li>In U.S. several years or less</li> <li>Little to no English language or proficiency</li> <li>Little to no literacy in native language</li> <li>Schooling in native country interrupted, disjointed, inadequate, or no schooling at all</li> <li>Three or more years below grade level in Math</li> <li>Slow acquisition of English-tendency to repeat ESL level</li> <li>Tendency to struggle in academic content classes (D's and F's)</li> <li>Lack of credit accrual, over time</li> <li>Unable to pass CAHSEE</li> </ul>	<ul style="list-style-type: none"> <li>An intensity of approach and focus on English</li> <li>Extended time in high school with fifth and sixth year options</li> <li>Age appropriate materials/curriculum with content support</li> <li>Additional Content Support as needed</li> <li>Special orientation and transitional support</li> <li>Social/Emotional support</li> <li>Deliberate instruction within context of content to learn: How English Works and become proficient in using ii</li> <li>Direct Instruction for Language to Access/Comprehend</li> <li>Direct Instruction for Language to Participate/Activities, Tasks, and Processes of Learning</li> </ul>
<b>Long-Term Limited English Proficient</b>	<ul style="list-style-type: none"> <li>In U.S. 7+ years when entering high school</li> <li>Multiple countries of origin Usually orally fluent in English</li> <li>Reading/writing below level of native English peers Bi-modal academically; some doing well, others not</li> <li>Some have literacy in primary language, others not</li> <li>Some were in bilingual programs, most not</li> <li>Mismatch between student's own perception of academic achievement (high) and actual grades or test scores (low)</li> <li>Similar mismatch between perception of language ability and reality</li> </ul>	<ul style="list-style-type: none"> <li>Motivation and Engagement</li> <li>Academic Language</li> <li>Rigor</li> <li>Study Skills and Goal Setting</li> <li>Attention to Maximizing Graduation Credits and A-G requirements - Communication about credits from counselors and teachers</li> <li>LTEL class or program</li> <li>Deliberate instruction within context of content to learn: How English Works and become proficient in using it</li> <li>Direct Instruction for Language to Access/Comprehend</li> <li>Direct Instruction for Language to Participate/Activities, Tasks, and Processes of Learning</li> </ul>
<b>Over-Age for Grade Level</b>	<ul style="list-style-type: none"> <li>Turned 15 before their 9<sup>th</sup> grade year; turned 16 before their 10<sup>th</sup> grade year; turned 17 before their 11<sup>th</sup> grade year; turned 18 before their 12<sup>th</sup> grade year</li> <li>May have gaps in prior schooling or a history of school failure and in- grade retention</li> </ul>	<ul style="list-style-type: none"> <li>Motivation and Engagement</li> <li>Age appropriate materials/curriculum</li> <li>Special orientation and transitional support</li> <li>Social/Emotional support</li> <li>Attention to Maximizing Graduation Credits and A-G requirements - Communication about credits from counselors and teachers</li> <li>Deliberate instruction within context of content to learn: How English Works and become proficient in using it</li> <li>Direct Instruction for Language to Access/Comprehend</li> <li>Direct Instruction for Language to Participate/Activities, Tasks, and Processes of Learning</li> </ul>
<b>Fluent</b>	<ul style="list-style-type: none"> <li>Re-designated from limited English proficiency</li> </ul>	<ul style="list-style-type: none"> <li>Focus on Reading Fluency through academic</li> </ul>

<b>English Proficient, but Struggling Academically</b>	to fully proficient <ul style="list-style-type: none"> <li>• Receiving at least one D or F in core academic Classes</li> <li>• Following re-designation, decline in grades and achievement</li> </ul>	vocabulary <ul style="list-style-type: none"> <li>• Regular participation in Academic Talk/Conversations</li> <li>• Attention to Maximizing Graduation Credits and A-G requirements - Communication about credits from counselors and teachers</li> <li>• Deliberate instruction within context of content to learn: How English Works and become proficient in using it</li> <li>• Direct Instruction for Language to Access/Comprehend</li> <li>• Direct Instruction for Language to Participate/Activities, Tasks, and Processes of Learning</li> </ul>
This chart is based upon the typologies developed in Olsen, L. and Jaramillo, A. (1999) <i>Turning the Tides of Exclusion: A Guide for Educators and Advocates of Immigrant Students</i> . California Tomorrow: Oakland, CA.		

## STEP 5: PARENT ENGAGEMENT PLAN

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

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

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

- recognize students who have demonstrated progress toward proficiency in reading, writing, listening, and speaking in one or more world languages in addition to English
- honor and affirm students' home languages and cultures
- value diversity
- encourage a study of languages toward becoming multilingual
- certify progress toward biliteracy

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

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

- Virtual Reading Comprehension virtual classes offered by qualified instructors
- ~~Reading Horizons option~~
- ~~Mathseeds/Mathletics~~
- ~~Reading Eggs~~
- Lexia English

- Language Tree Online
- BrainPOP ELL
- Learning Ally
- Rosetta Stone English
- CPA's EL designee will collaborate with HSTs and parents to determine best practices to encourage and support each student to show English fluency and be able to reclassify

## ANNUAL EL AND SUMMATIVE ELPAC NOTIFICATION LETTER

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

## STAFFING

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

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

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

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

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



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

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

## INITIAL ELPAC-ELAS CORRECTION POLICY AND PROCESS

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

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

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

## RECLASSIFICATION

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

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

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

## RECLASSIFICATION POLICY, CRITERIA, AND PROCESS:

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

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

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

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

## PROCESS

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

## RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES

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

## RFEP MONITORING

Per the California Department of Education requirements, once a student is reclassified as RFEP, they are no longer required to take the summative ELPAC, but there is a requirement for four years of continuous monitoring of that student. Cabrillo Point Academy will monitor RFEPs once per year over the course of the four years, ~~using our new EL monitoring platform, ELlevation. using the Reclassification Monitoring form. Below is the RFEP Monitoring Schedule, based on student last name:~~

### ~~RFEP Monitoring Schedule~~

<del>Student's Last Name</del>	<del>Monitoring Month, Annually for Four Years</del>	<del>Student's Last Name</del>	<del>Monitoring Month, Annually for Four Years</del>
<del>A-C</del>	<del>October</del>	<del>M-O</del>	<del>February</del>
<del>D-F</del>	<del>November</del>	<del>P-R</del>	<del>March</del>

G-H	December	S-V	April
I-L	January	W-Z	May

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

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

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

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

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

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

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

### Article I: Name of Committee

The name of the committee shall be Cabrillo Point Academy ~~District English Learner Advisory Committee (DELAC)~~ Multilingual Learners Advisory Committee (MLAC) or CPA ~~DELAC~~ MLAC.

### Article II: Purpose and Responsibilities

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

- advise the School Board, Executive Director, and Director of ELD, on issues pertaining to English

#### Learners (ELs)

- foster a better involvement of EL parents, thereby increasing academic achievement of the EL population
- assist in the development of the school's needs assessment
- provide input on formal school plans, such as WASC self study and LCAP.

### Article III: Membership

- members are elected by parents or guardians of English Learners
- each member may serve for a one-year term and is entitled to one vote, when matters are voted upon
- composition of the ~~DELAC~~ MLAC will constitute no less than 51% parents of EL students

### Article IV: Officers

- Nominations for the two officer positions will be solicited at the first ~~DELPAC~~ MLAC meeting of the school year.
- All Nominees will be added to a ballot, which will be voted on by members of the ~~DELPAC~~ MLAC. As such, officers are elected by EL parents
- The Role of President shall:
  - Consult with parents and ~~DELAC~~ MLAC members to solicit feedback for topics of interest or need at future meetings
  - Collaborate with Executive Director or Director of ELD to plan meeting agendas
  - Opens meetings and welcomes members
  - Adjourns meetings and reminds committee of the date of next meeting
  - Hold the position for two years
- The Role of Vice-President shall:
  - Fill in for the president, in his/her absence
  - Read for approval of minutes from previous meeting
  - Hold the position for two years
- A member's membership in the ~~DELAC~~ MLAC ceases once they no longer have an EL student at the school, due to reclassification, graduation, or withdrawal.
- In case of officer vacancies, re-elections will be held.

### Article V: Meetings and Quorum

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

#### Article VI: Ratification and Amendments of Bylaws

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

# INITIAL ELPAC NOTIFICATION LETTER

To the parent(s)/guardian(s) of:  
<<First Name>> <<Last Name>>  
<<Address 1>>  
<<Address 2>>

Student ID# <<SSID>>  
Grade: <<Tested Grade>>  
School: <<LEA Name>>  
Test Date: <<Date Testing Completed>>

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

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

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

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

## Program Placement

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

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

## Exit (Reclassification) Criteria

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

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

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

### Intervention and Support Option

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

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

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

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

Sincerely,

Jennifer Carrete  
Director of School Support  
(949) 463-6224 [jennifer.carrete@cabrillopointacademy.org](mailto:jennifer.carrete@cabrillopointacademy.org)



# ANNUAL ENGLISH LEARNER NOTIFICATION LETTER

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

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

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

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

Your student is identified as (check if applicable):

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

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

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

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

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

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

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

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

**This spring, your child will take the Summative ELPAC.**

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

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

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

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

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

**Supports and Programs Offered by Cabrillo Point Academy**

Your teacher can help you with these supports.

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

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

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

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

Sincerely,

Jennifer Carrete

Director of School Support

(949) 463-6224

[jennifer.carrete@cabrillopontacademy.org](mailto:jennifer.carrete@cabrillopontacademy.org)

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

Complete all information below and email, along with documentation to Jennifer Carrete at [jennifer.carrete@cabrillopontacademy.org](mailto:jennifer.carrete@cabrillopontacademy.org)

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

## PARENT NOTIFICATION LETTER OF RECLASSIFICATION

Dear Parent or Guardian of:

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

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

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

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

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

Sincerely,

Jennifer Carrete  
Director of School Support  
(949) 463-6224  
[jennifer.carrete@cabrillopontacademy.org](mailto:jennifer.carrete@cabrillopontacademy.org)

# RECLASSIFICATION FORM FOR ENGLISH LEARNERS WITH DISABILITIES

## POLICY, FROM CPA EL MASTER PLAN:

### Reclassifying English Learners with Disabilities

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

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

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

## 22-23 RFEP MONITORING-CPA

RECLASSIFICATION-CPA • 8/11/2022

**Student #:**

**Student:**

<b>Teacher Name</b>		<b>Due Date</b>	
<b>Teacher Subject</b>		<b>Submitted Date</b>	

Your student has scored an overall level of 4 on the recent ELPAC assessment and therefore qualifies for reclassification to Fluent English Proficient. A score of 4 meets criteria one of four for reclassification. The remaining three criteria are addressed in this form.

### Student Information

<b>First Name</b>		<b>Last Name</b>		<b>Local ID</b>	
<b>Student #</b>		<b>Grade Level</b>		<b>School</b>	
<b>Entered EL</b>		<b>Exited EL</b>			

### Monitoring Questions

<b>1. Student's Current ELA grade (A, B, C, D, F or EE, ME, BE, AR)</b>	
<b>2. Teacher Evaluation of Student Progress</b> This includes comments but not limited to curriculum mastery.	
<b>3. Parent/Guardian Opinion and Consultation</b> Please solicit parent feedback and opinion on Reclassification and English Proficiency	
<b>4. Parent/ Guardian Recommendation</b>	
	Approved- Parent/Guardian Approved the student's reclassification to RFEP during an LP meeting.
	Approved- Parent/Guardian Approved the student's reclassification to RFEP during a phone call



	Parent/Guardian did not approve of the student's reclassification to RFEP
--	---

### Recommendation

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

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

### Signatures

Subject \_\_\_\_\_

Date: \_\_\_\_\_

## K-12 RFEP STUDENT MONITORING

### RFEP STUDENT MONITORING – CPA 8/11/2022

Student #:

Student:

Teacher Name		Due Date	
Teacher Subject		Submitted Date	

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

#### Student Information

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

#### Monitoring Questions

<b>1. Is student making expected growth in acquiring academic content knowledge?</b>	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	No
<b>2. Are supports beyond tier 1 necessary?</b>	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	No
<b>3. If you answered yes on previous question, please describe further. Specific academic need, description of specific support beyond tier 1, performance target (SMART goal)</b>	
<b>4. List any interventions the student is currently enrolled in</b>	

--

**Recommendation**

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

Select one	
<input type="radio"/>	<b>Displays Adequate Progress</b> - student shows adequate progress in the classroom
<input type="radio"/>	<b>Needs Intervention</b> - student is recommended for intervention

**Signatures**

Subject \_\_\_\_\_

Date: \_\_\_\_\_