



Excel Academy (CA)

Regular Meeting of the Board of Directors

Published on August 4, 2022 at 3:57 PM PDT

Date and Time

Monday August 8, 2022 at 11:00 AM PDT

MISSION STATEMENT

Excel Academy will provide flexible, personalized learning through a customized course of study that will educate, motivate, and instill a love of learning in each individual student. Teachers and parents will join together to maintain high expectations and promote academic excellence for all students creating the next generation of leaders.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Excel Academy Charter Schools.

Agenda

	Purpose	Presenter	Time
I. Opening Items			11:00 AM
A. Record Attendance		Board President	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Susan Houle, Member			

	Purpose	Presenter	Time
Larry Alvarado, Member			
B. Call the Meeting to Order		Board President	1 m
C. Approve Minutes	Approve Minutes	Board President	1 m
Minutes of the Regular Board Meeting that was held on June 23, 2022			
Minutes of the Special Board Meeting that was held on July 21, 2022			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Susan Houle			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

II. Approve/Adopt Agenda 11:03 AM

A. Agenda	Vote	Board President	1 m
It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board meeting of August 8, 2022.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Susan Houle			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

III. Board Governance 11:04 AM

A. Approval of Resolution No. 2022-8-8 Recognizing a State of Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361	Vote	Board President	2 m
It is recommended the Board approve Resolution No. 2022-8-8 authorizing continued use of remote teleconferencing provisions pursuant to AB 361 and Government Code section 54953.			
Option 1			
BE IT FURTHER RESOLVED, that the governing board has reconsidered the circumstances of the State of Emergency and finds that COVID-19 continues to pose an imminent threat to the health and safety of the community and directly impacts the ability of the members to meet safety in person.			
Option 2			
BE IT FURTHER RESOLVED, that the governing board has reconsidered the circumstances of the State of Emergency and finds that state or local officials continue to impose or recommend measures to promote social distancing.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			

	Purpose	Presenter	Time
Susan Houle			
Larry Alvarado			
Moved by _____	Seconded by _____	Ayes _____	Nays _____ Absent _____

IV. Pledge of Allegiance

V. Public Comments/Recognition/Reports

Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

VI. Correspondence/Proposals/Reports

11:06 AM

A. School Highlights - Presented by Heidi Gasca, Executive Director/CEO	Discuss	Heidi Gasca	5 m
B. B. Financial Update - Presented by Joe Sorrera, Director of Business Services	Discuss	Joe Sorrera	10 m
C. C. Board Meeting Start Times for 2022-2023 - Presented by Kurt Madden, Board Consultant	Discuss	Kurt Madden	5 m

VII. Consent

11:26 AM

Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent upon the request of any member of the Board, discussed, and acted upon separately.

A. Consent - Business/Financial Services 1 m

1. Check Register - June 2022
2. Approval of Authorization of Signatures
3. Approval of Hatch & Cesario Legal Services Contract
4. Ratification of Bolton Property & Casualty Insurance Renewal

B. Consent - Education Student/Services 1 m

1. Approval of Excel Academy Charter School Handbook Revisions 2022-2023
2. Approval of Excel Academy Charter School English Language Development (ELD) Handbook 2022-2023
3. Approval of Excel Academy Charter School Special Education Handbook 2022-2023
4. Approval of Individual Service Agreement for Special Education (ISA) Revisions
5. Approval of Virtual Acknowledgement of Responsibilities (AOR) Revisions
6. Approval of Virtual Master Agreement Revisions

- | | Purpose | Presenter | Time |
|--|---------|-----------|------|
| C. Consent - Personnel Services | | | 1 m |
| <ol style="list-style-type: none"> 1. Approval of Certificated Personnel Report 2. Approval of Classified Personnel Report 3. Approval of Job Descriptions 4. Approval of Excel Academy Charter School Employee Handbook Revisions 2022-2023 5. Approval of Teacher of Record (ToR) Training Manual 2022-2023 6. Approval of English Language Development (ELD) Handbook for Teacher of Record (ToR) 2022-2023 | | | |

- | | | | |
|--|------|-----------------|-----|
| D. Consent - Policy Development | Vote | Board President | 1 m |
|--|------|-----------------|-----|

Approval of existing board policies revised, reviewed, and eliminated by staff for the 2022-23 school year.

Board Policies: Revised

The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures.

5000 Series - Student Services

5010-EA Educational Records and Student Info

5015-EA Title IX Harassment, Discrimination, Intimidation, and Bullying Policy

5020-EA Suicide Prevention Policy

5030-EA Immunization Policy

5035-EA Student Freedom of Speech and Expression Policy

5110-EA Cell Phones, Smartphones, Pagers & Other Electronic Signaling Devices Policy

6000 Series - Instruction

6010-EA Independent Study Policy

6015-EA Comprehensive Sexual Health Education Policy

6020-EA Education for Homeless & Youth Policy

6035-EA Mathematics Placement Policy

6070-EA Special Education Independent Educational Evaluation Policy

6116-EA Discipline and Involuntary Withdrawal Policy

Items listed under Consent are considered routine and will be approved/adopted by a single motion.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

VIII. Business/Financial Services **11:30 AM**

- | | | |
|--|------|-----|
| A. Approval of APLUS+ Network Conference 2022 | Vote | 2 m |
|--|------|-----|

It is recommended the Board approve the Leadership Team members to attend the APLUS + Network Conference 2022 for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

Fiscal Impact: \$10,067.40

Excel Academy Charter Schools - Warner (#2053) \$7,047.18

Excel Academy Charter Schools - Helendale (#2073) \$3,020.22

	Purpose	Presenter	Time
Roll Call Vote: William Hall Michael Humphrey Steve Fraire Susan Houle Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

B. Approval of Student Chromebooks Vote 2 m

It is recommended the Board approve the Chromebook order of 200 devices for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

Fiscal Impact: \$49,497.85
 Excel Academy Charter Schools - Warner (#2053) \$34,648.49
 Excel Academy Charter Schools - Helendale (#2073) \$14,849.36

Roll Call Vote:
 William Hall
 Michael Humphrey
 Steve Fraire
 Susan Houle
 Larry Alvarado
 Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

C. Approval for Additional Sage Inacct User Licenses Vote 2 m

It is recommended the Board approve the additional Sage Intacct user licenses for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

Fiscal Impact: \$8,208
 Excel Academy Charter Schools - Warner (#2053) \$5,745.60
 Excel Academy Charter Schools - Helendale (#2073) \$2,462.40

Roll Call Vote:
 William Hall
 Michael Humphrey
 Steve Fraire
 Susan Houle
 Larry Alvarado
 Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

IX. Education Student/Services **11:36 AM**

A. Approval of Tutor.com Subscription Renewal Vote 2 m

It is recommended the Board approve the Tutor.com subscription renewal for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

Fiscal Impact: \$18,500
 Excel Academy Charter Schools - Warner (#2053) \$12,950
 Excel Academy Charter Schools - Helendale (#2073) \$5,550

Roll Call Vote:
 William Hall
 Michael Humphrey
 Steve Fraire

	Purpose	Presenter	Time
Susan Houle Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

B. Approval of PresenceLearning Platform for Speech & Language Pathologists Renewal Vote 2 m

It is recommended the Board approve the PresenceLearning platform renewal for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

Fiscal Impact: \$8,400
 Excel Academy Charter Schools - Warner (#2053) \$5,880
 Excel Academy Charter Schools - Helendale (#2073) \$2,520

Roll Call Vote:
 William Hall
 Michael Humphrey
 Steve Fraire
 Susan Houle
 Larry Alvarado
 Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

C. Approval of Goalbook Renewal Vote 2 m

It is recommended the Board approve the Goalbook renewal for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

Fiscal Impact: \$12,495
 Excel Academy Charter Schools - Warner (#2053) \$8,746.50
 Excel Academy Charter Schools - Helendale (#2073) \$3,748.50

Roll Call Vote:
 William Hall
 Michael Humphrey
 Steve Fraire
 Susan Houle
 Larry Alvarado
 Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

X. Policy Development **11:42 AM**

A. Approval to Amend Board Policy 9250-EACS Remuneration, Reimbursement and Other Benefits - Monthly Compensation Rate for 2022-2023 Vote Kurt Madden 5 m

It is recommended the Board take action to establish the monthly compensation rate for the 2022-2023 school year.

Fiscal Impact: Amount not to exceed \$6,000.00

Roll Call Vote:
 William Hall
 Michael Humphrey
 Steve Fraire
 Susan Houle
 Larry Alvarado

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

	Purpose	Presenter	Time
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XI. Calendar

The next scheduled meeting will be held virtually on September 8, 2022.

XII. Board Comments

XIII. CEO Comments

XIV. Closing Items

A. Adjourn Meeting

Vote

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

FOR MORE INFORMATION
For more information concerning this agenda, contact
Excel Academy Charter School.

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes - EXCEL 6.23.22.pdf
Minutes - EACS Special Board Mtg 7.21.22 (1).pdf

EXCEL ACADEMY CHARTER SCHOOLS
Regular Meeting of the Board of Directors
Virtual/Zoom Conferencing



Minutes

Thursday, June 23, 2022
Regular Meeting Begins at 8:00 a.m.

The meeting will be held virtually.
Join by telephone or via Zoom conferencing link below:

Dial In: 1-669-900-9128

Meeting ID: 867 6225 8480

Join URL: <https://us06web.zoom.us/j/86762258480>

1. CALL TO ORDER AND ROLL CALL

Time: 8:00 a.m.

1.1. Roll Call

William Hall	President	<i>Present</i>
Michael Humphrey	Vice President	<i>Absent for Roll Call</i>
Steve Fraire	Clerk	<i>Present</i>
Susan Houle	Member	<i>Present</i>
Larry Alvarado	Member	<i>Present</i>

2. APPROVE/ADOPT AGENDA

It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board meeting of June 23, 2022.

Moved by LAlvarado

Seconded by SFraire

Roll Call Vote:

Ayes Nays Abstained Absent

William Hall

X

Michael Humphrey

X

Steve Fraire

X

Susan Houle

X

Larry Alvarado

X

Motion carried unanimously, 5-0.

3. PLEDGE OF ALLEGIANCE

Led by: *William Hall*

4. PUBLIC COMMENTS/RECOGNITION/REPORTS

Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

There were no public comments.

5. CONSENT CALENDAR

Items listed under Consent Calendar are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Calendar upon the request of any member of the Board, discussed, and acted upon separately.

Consent Calendar - Board Meeting Minutes & Calendar

5.1. Minutes of the Regular Board meeting that was held on June 16, 2022

5.2. Approval of 2022-23 Board Meeting Calendar

Moved by SHoule	Seconded by MHumphrey			
<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Steve Fraire	X			
Susan Houle	X			
Larry Alvarado	X			

Motion carried unanimously, 5-0.

6. BUSINESS/FINANCIAL SERVICES

6.1. (Action) Budget Adoption 2022-23

It is recommended the Board adopt the budget for Excel Academy Charter Schools for the 2022-23 school year.

- a. 2022-23 Preliminary Budget
- b. 2021-22 Education Protection Account (EPA) Plan Actuals (Helendale)
- c. 2021-22 Education Protection Account (EPA) Plan Actuals (Warner)
- d. 2022-23 Education Protection Account (EPA) Multi-Year Plan (Helendale)
- e. 2022-23 Education Protection Account (EPA) Multi-Year Plan (Warner)
- f. 2022-23 Local Control Funding Formula (LCFF) Budget Overview for Parents (Helendale)

g. 2022-23 Local Control Funding Formula (LCFF) Budget Overview for Parents (Warner)

Moved by SFraire	Seconded by LAlvarado			
<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Steve Fraire	X			
Susan Houle	X			
Larry Alvarado	X			

Motion carried unanimously, 5-0.

7. EDUCATION/STUDENT SERVICES

7.1. (Action) Approval of Local Control & Accountability Plan (LCAP) 2022-23

It is recommended the Board approve the LCAP for Excel Academy Charter Schools for the 2022-23 school year.

- a. 2022-23 LCAP Plan (Helendale)
- b. 2022-23 LCAP Plan (Warner)

Moved by SHoule	Seconded by LAlvarado			
<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Steve Fraire	X			
Susan Houle	X			
Larry Alvarado	X			

Motion carried unanimously, 5-0.

8. CALENDAR

The next scheduled meeting will be held virtually on August 8, 2022.

9. BOARD COMMENTS

The Board thanked EACS for all of their hard work. They said the LCAP and Budget is an extreme amount of work and a lot of information to review. Some of the members requested to receive the information earlier to have more time to review it and compose questions. Kurt Madden, Board Consultant said the process and deadlines will need to be reviewed. Heidi Gasca, CEO said during the next school year Board On Track will be implemented and EACS is hopeful this will help the Board to review documents sooner, even in draft status. Thank you.

10. CEO COMMENTS

Heidi Gasca, CEO thanked the Board for all of their support throughout the year. She said EACS has grown and has great things in place for next year, and she is honored to step up to the plate and

continue to work hard for the school and staff. She is looking forward to next year. Thank you.

11. ADJOURNMENT

The Regular meeting of the Board of Directors adjourned at 8:22 a.m.

Moved by LAlvarado

Seconded by MHumphrey

Roll Call Vote:

Ayes Nays Abstained Absent

William Hall

X

Michael Humphrey

X

Steve Fraire

X

Susan Houle

X

Larry Alvarado

X

Motion carried unanimously, 5-0.

Signed:

Signed:

William Hall

President, Governing Board

Steve Fraire

Clerk, Governing Board

EXCEL ACADEMY CHARTER SCHOOLS
Special Meeting of the Board of Directors
Virtual/Zoom Conferencing



Minutes

Thursday, July 21, 2022

Special Board Meeting Begins at 8:30 a.m.

Closed Session Begins at 8:35 a.m.

The meeting will be held virtually.

Join by telephone or via Zoom conferencing link below:

Dial In: 1-669-900-9128

Meeting ID: ~~914 7710 8233~~

972 3448 2865

Join URL: <https://eal-paes-org.zoom.us/j/91477108233>

<https://cal-pacs-org.zoom.us/j/97234482865>

1. CALL TO ORDER AND ROLL CALL

Time: 8:38 a.m.

1.1. Roll Call

William Hall	President	<i>Present</i>
Michael Humphrey	Vice President	<i>Present</i>
Steve Fraire	Clerk	<i>Present</i>
Susan Houle	Member	<i>Present</i>
Larry Alvarado	Member	<i>Absent</i>

2. APPROVE/ADOPT AGENDA

It is recommended the Board of Directors adopt as presented, the agenda for the Special Board meeting of July 21, 2022.

Moved by SHoule

Seconded by WHall

Roll Call Vote:

Ayes Nays Abstained Absent

William Hall

X

Michael Humphrey

X

Steve Fraire

X

Susan Houle

X

Larry Alvarado

X

Motion carried unanimously, 4-0.

3. PUBLIC COMMENT - CLOSED SESSION

The public has a right to comment on any items of the closed session agenda.

4. ADJOURN TO CLOSED SESSION

Time: 8:40 a.m.

The Board will consider and may act on any of the Closed Session matters listed in Agenda Item 5.0.

Moved by SFraire	Seconded by MHumphrey			
<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Steve Fraire	X			
Susan Houle	X			
Larry Alvarado				X

Motion carried unanimously, 4-0.

5. CLOSED SESSION

Conference with Legal Counsel – Existing Litigation (Gov. Code section 54956.9)
Lares v. The Collaborative Charter Services Organization, et al.

6. RECONVENE MEETING

Time: 9:09 a.m.

William Hall, President reported out “no action was taken during the closed session.”

7. ADJOURNMENT

The special meeting of the Board of Directors adjourned at 9:10 a.m.

Moved by SFraire	Seconded by SHoule			
<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Steve Fraire	X			
Susan Houle	X			
Larry Alvarado				X

Motion carried unanimously, 4-0.

Signed:

Signed:

William Hall
Vice President, Governing Board

Steve Fraire
Clerk, Governing Board

Coversheet

Approval of Resolution No. 2022-8-8 Recognizing a State of Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361

Section: III. Board Governance
Item: A. Approval of Resolution No. 2022-8-8 Recognizing a State of
Emergency and Re-Authorizing Teleconferenced Meetings Pursuant to AB 361
Purpose: Vote
Submitted by:
Related Material:
AMENDED-EACS Resolution-re-authorizing-AB-361_2022-8-8.docx (1).pdf

BACKGROUND:

In response to the COVID-19 Pandemic, Governor Newsom signed AB 361 into law, permitting public agencies to continue conducting meetings remotely in the following circumstances:

1. There is a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
2. There is a proclaimed state of emergency, and the local agency's meeting is 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; or
3. There is a proclaimed state of emergency, and the local agency has determined, by majority vote, that as a result of the emergency meeting in person would present an imminent risk to the health or safety of attendees.

RECOMMENDATION:

It is recommended the Board adopt Resolution 2022-8-8, to make a finding that the current circumstances meet the requirements of AB 361 and Government Code section 54953 for Excel Academy Charter Schools Board of Directors to conduct meetings virtually/remotely.

Fiscal Impact: None.



**RESOLUTION RECOGNIZING A STATE OF EMERGENCY AND RE-AUTHORIZING
TELECONFERENCED MEETINGS PURSUANT TO AB 361**

EXCEL ACADEMY CHARTER SCHOOLS GOVERNING BOARD

RESOLUTION NO. 2022-8-8

WHEREAS, in response to the novel coronavirus (“COVID-19”) pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act (“Brown Act”) were followed; and

WHEREAS, on Sept. 16, 2021, Governor Newsom signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency; and

WHEREAS, on March 4, 2020, Governor Newsom declared a statewide emergency arising from COVID-19 pursuant to Government Code section 8625; and

WHEREAS, on October 7, 2021, the governing board of the Excel Academy Charter Schools Board of Directors passed Resolution 2021-10-7 pursuant to AB 361, and

WHEREAS, AB 361 requires governing boards to make findings every 30 days that the board has reconsidered the circumstances of the State of Emergency and that either the State of Emergency continues to directly impact the ability of the members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing; and

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the governing board of the Excel Academy Charter Schools Board of Directors recognizes that a State of Emergency in the State of California continues to exist due to the COVID-19 pandemic.

[OPTION 1] BE IT FURTHER RESOLVED, that the governing board has reconsidered the circumstances of the State of Emergency and finds that COVID-19 continues to pose an imminent threat to the health and safety of the community and directly impacts the ability of the members to meet safety in person.

[OPTION 2] BE IT FURTHER RESOLVED, that the governing board has reconsidered the circumstances of the State of Emergency and finds that state or local officials continue to impose or recommend measures to promote social distancing.

BE IT FURTHER RESOLVED, the governing board of the Excel Academy Charter Schools Board of Directors authorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3).

Adopted this 8th day of the month of August in 2022.

AYES

NOES

ABSENT

ABSTAIN

Signed:

Signed:

William Hall
President, Governing Board

Steve Fraire
Clerk, Governing Board

Coversheet

School Highlights - Presented by Heidi Gasca, Executive Director/CEO

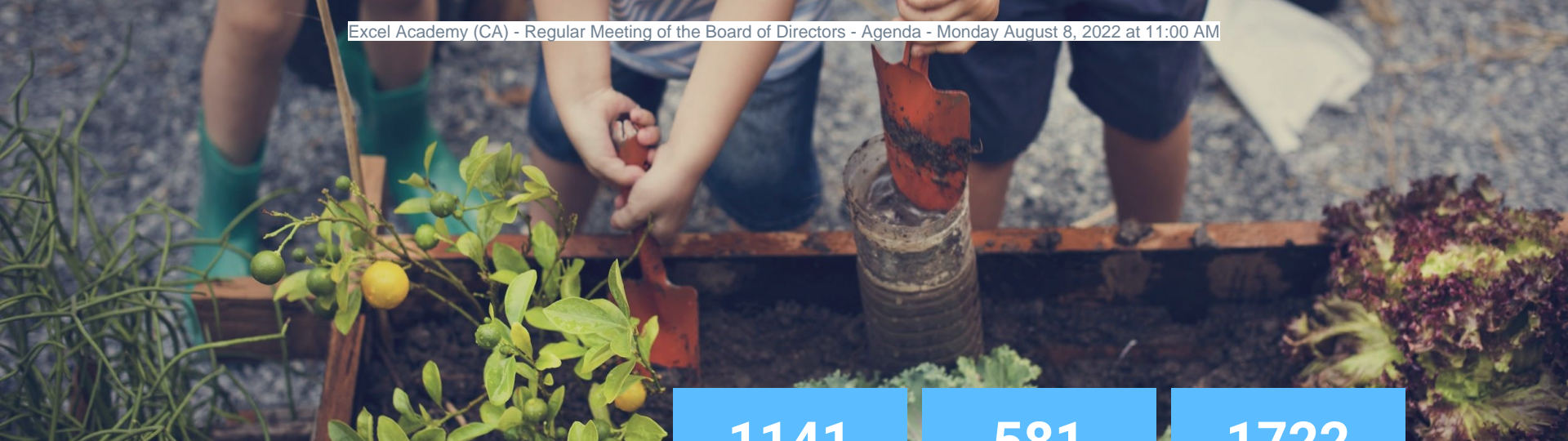
Section: VI. Correspondence/Proposals/Reports
Item: A. School Highlights - Presented by Heidi Gasca, Executive Director/CEO
Purpose: Discuss
Submitted by:
Related Material: August 2022 Program Update.pdf

EXCEL ACADEMY



August School Highlights

Powered by BoardOnTrack



1141

581

1722

Warner

Helendale

Total

Enrollment

Made to be Excellent

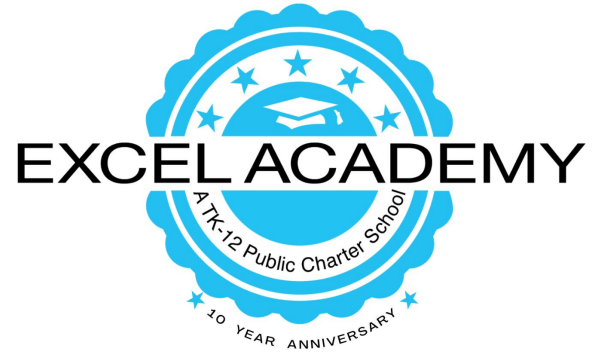
What it means to be excellent in school, in our work, and in our relationships.



Marketing

- As a part of Excel Academy's 10 Year Anniversary, we are boosting our marketing efforts with yard sign giveaways to families and staff!
- We've also been running an email campaign to prospective families throughout Southern California to boost enrollment

A TK-12 PERSONALIZED PUBLIC CHARTER SCHOOL



(949) 387-7822
www.excelacademy.education

Coming to Excel in Fall 2022



01

Virtual Parent Summit

02

Theater Arts Program

03

Elective Wheel in Art &
Music for Tk-8th grade

04

New Clubs and
Programs for High
School Students

New Staff Members

	Melissa Harvilla	Field Trip Coordinator
	Salmeh Zahedi	Admissions & Parent Support Clerk
	Caroline Forrester	School Counselor Intern
	Alex Han	IT Coordinator
	Flora Milosavljevic	School Psychologist Intern
	Tamara Rexin, Vu Tran, Joanie Stubbs, Kelsey Lima, Kimberly Ruiz	Virtual Path Teachers

Parent Summit

Our second annual Virtual Parent Summit will be taking place on the first day of school, with sessions for parents to attend on topics such as “Get Set up For Success” in Intervention, Planning for Elementary Learning, and the new Art program.

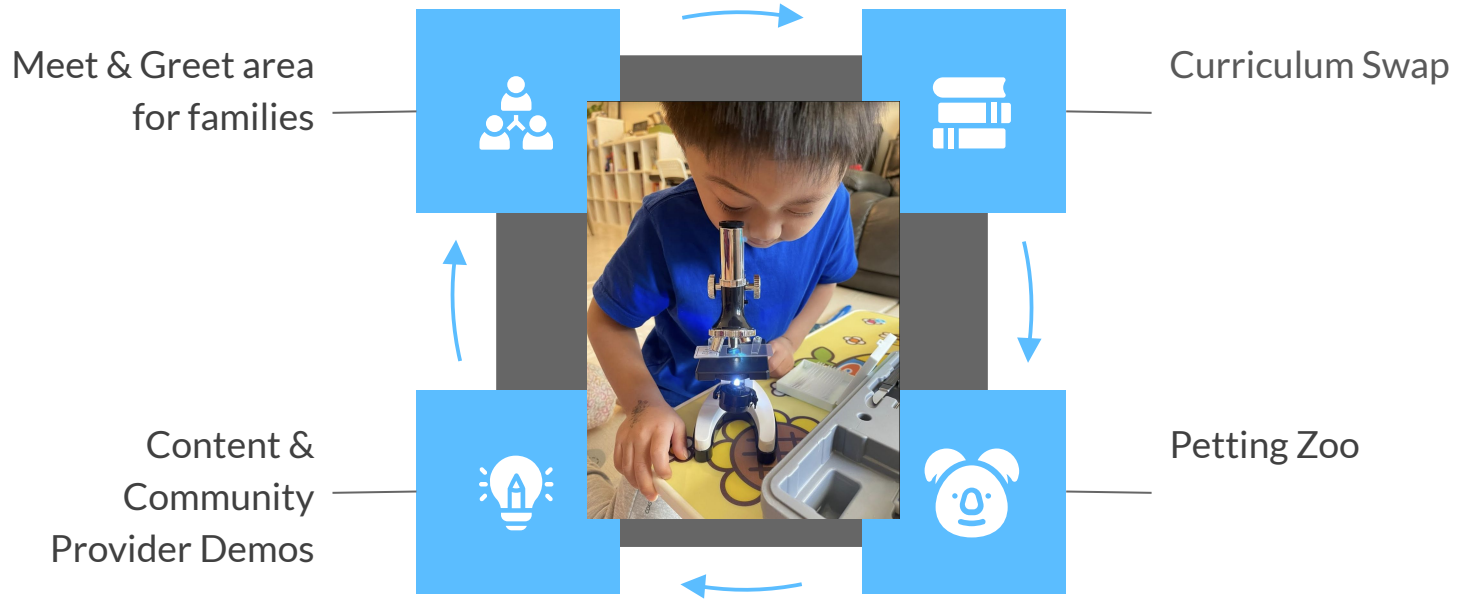


Impact Players with Liz Wiseman

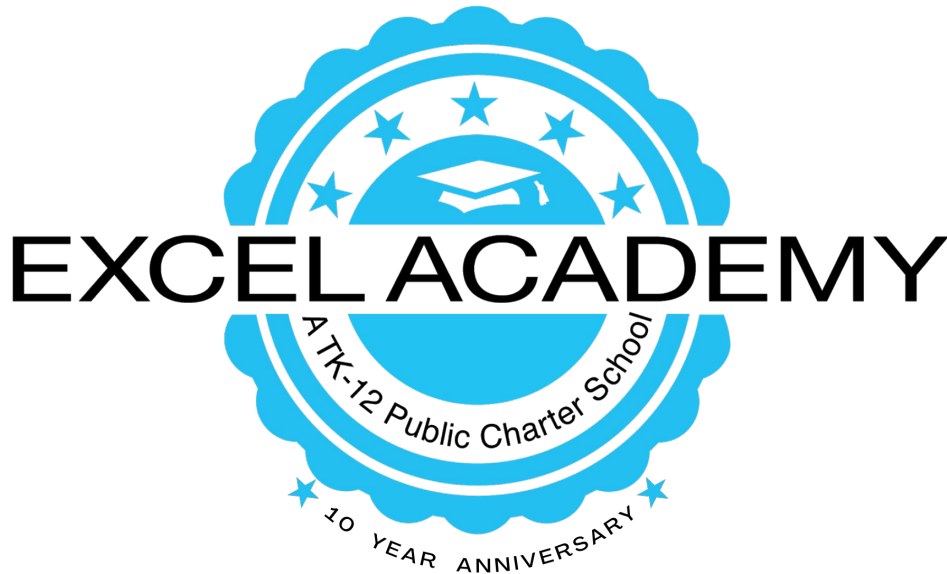
The Excel Academy leadership team will join the leadership teams of the other non-profit schools in Carlsbad to listen to Liz Wiseman as she speaks on her book “Impact Players.”

The team will also be taking part in team building activities and a self-assessment.

Back to School Events



*Happy 10 Year Anniversary,
Excel Academy!*





Thank you!

Coversheet

Consent - Business/Financial Services

Section: VII. Consent
Item: A. Consent - Business/Financial Services
Purpose:
Submitted by:
Related Material: Authorization of Signatures.pdf
Hatch & Cesario.pdf
Bolton P&C Insurance Renewal.pdf

BACKGROUND:

Item: Approval of Authorization of Signatures

Background: Authorization of Signatures is an item which is routinely updated to reflect changes in personnel and to comply with the requirement of the policies of the Board and internal control procedures. The signatures are applicable to various documents which are approved by the Board of Directors and in compliance with state and federal laws.

Excel Academy Charter School wishes to designate certain persons employed by the Charter School to sign documents of the Charter School on its behalf.

Excel Academy Charter School

AUTHORIZATION OF SIGNATURES

The Board of Directors of the Excel Academy Charter School has determined the following:

- The Board of Directors of the Excel Academy Charter School wishes to designate certain persons employed by the Charter School to sign documents of the Charter School on its behalf.

Signature Authorization	Federal/State Documents	Contracts/Services Agreements	Authorizing District Documents	Purchase Orders	Checks/ACH Transfers	Investments	Personnel Documents	Payroll Documents
Heidi Gasca, CEO/Executive Director	✓	✓	✓	✓	✓	✓	✓	✓
Keri Schneeweiss, Director of Operations	✓	✓		✓	✓		✓	
Joe Sorrera, Director Business Services	✓	✓	✓	✓	✓	✓	✓	✓
Megan Anderson, Assistant Director Human Resources	✓						✓	✓
Nicole Tanner, Business Manager	✓	✓	✓	✓	✓			✓
Jola Wrzesien, Payroll Manager								✓

This authorization was passed and adopted on August 8, 2022.

HATCH & CESARIO

ATTORNEYS-AT-LAW

June 8, 2022

Sent Via Email Only: (hgasca@excelacademy.education, kmadden@collaborativecharters.org)

Heidi Gasca, M. Ed., Chief Executive Officer
Excel Academy Charter Schools
1 Technology Drive, Ste. I-811
Irvine, CA 92618

Re: Agreement for Legal Services

Dear Heidi:

Attached for your consideration is Hatch & Cesario's Agreement for Legal Services for the 2022-2023 fiscal year.

If this agreement meets with your approval, please place your initials and signature on page 3 of the agreement and provide me with a copy of this page. Also, attached is Hatch & Cesario's W-9 form with our tax identification number for your records.

Thank you for choosing Hatch & Cesario, and we look forward to continuing to support Excel Academy Charter Schools.

Appreciatively,

HATCH & CESARIO, Attorneys-at-Law


Deborah R.G. Cesario

Enclosures: 2022-2023 Agreement for Legal Services
W-9

cc: Kurt Madden, Board Consultant

10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw-sd.com
(858) 943-4200 Office & Fax
www.hatchcesariolaw.com

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

July 1, 2022 – June 30, 2023

This Agreement is by and between Excel Academy Charter Schools (“Client”) and Hatch & Cesario, Attorneys-at-Law (“Attorney”).

Attorney’s Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. A separate agreement may be required for legal proceedings in state or federal court.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	\$320.00
Of-Counsel	\$320.00
Senior Associate	\$290.00
Associate	\$275.00
Education Consultant	\$210.00
Senior/Certified Paralegal	\$205.00
Paralegal	\$195.00

Attorney shall bill Client for legal services in one-tenth (.10) increments.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	\$0.25 per page
Outside Photocopying	Actual usage
Facsimile/Scanning	None

Postage
Mileage

Actual usage
IRS mileage rate

Costs, such as electronic legal research services, messenger, meals, and lodging shall be charged on an actual and necessary basis.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Legal Fees and Costs Covered by JPA or Insurance Policy

When the Client is named as a party in an administrative or court proceeding, the Client may have coverage under a joint powers authority (“JPA”) memorandum of understanding or liability insurance policy for legal fees and related costs. We recommend that any new filings against Client be tendered to a representative of the JPA or your insurer as soon as you are served.

If you have coverage and wish to work with Attorney, it will agree to represent you at the rates set forth by this Agreement unless the Attorney and Client agree otherwise. Attorney will also agree to follow all litigation guidelines in effect and will not charge for expenses not otherwise authorized.

At times, a JPA or insurer may decline to pay for legal fees or expenses that are otherwise covered and acceptable under the applicable guidelines. Attorney will follow all established appeal procedures to negotiate any declined items with the JPA or insurer.

If, after the appeals process, the JPA or insurer continues to deny payment without a good faith basis, Attorney will require that Client pay those fees directly. Any fees chargeable to the Client will continue to be at the rates set forth by this Agreement unless the Attorney and Client agree otherwise.

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client’s consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others, as Client shall direct.

Mediation

If a dispute arises out of or relating to any aspect of this Agreement between Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Client and Attorney agree to first try in good faith to settle the dispute in private by the use of mediation before initiating any arbitration, litigation, or any other dispute resolution procedure. The cost of such mediation shall be borne equally by the parties, unless otherwise stipulated in a settlement agreement between the parties. Either party may initiate mediation through service of a written demand in-person or by mail or, if agreed to by the parties in advance, by e-mail to the opposing party. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than 60 days after the date of service of the initial notice, unless otherwise agreed by the parties and mediator.

By initialing below, Client and Attorney confirm that they have read and understand the paragraph above, and voluntarily agree to mediation. By this Agreement, Attorney has advised Client of the right to have an independent lawyer of Client’s choice to review this mediation provision, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here) JRC (Attorney Initial Here)

Term of Agreement

The term of this Agreement is effective July 1, 2022 through June 30, 2023, and may be modified in writing by mutual agreement of Client and Attorney. This Agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Excel Academy Charter Schools

Hatch & Cesario – Attorneys-at-Law

Heidi Gasca, M. Ed.,
Chief Executive Officer

Deborah R.G. Cesario
Deborah R.G. Cesario, Partner

Date

June 8, 2022

Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Law Offices of Deborah R.G. Cesario		
	2 Business name/disregarded entity name, if different from above Doing business as Hatch & Cesario, Attorneys-at-Law		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 10531 4S Commons Drive, Suite 583		
	6 City, state, and ZIP code San Diego, CA 92127		Requester's name and address (optional)
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	7	-	2	9	0	8	1	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ June 8, 2022
------------------	----------------------------	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

A Revised Renewal Proposal for

Excel Academy Charter Schools

Effective: July 1, 2022

Jonathan Schreter, MBA, CIC

Executive Vice President

Craig Myers

Associate Vice President

Bolton Insurance Services, LLC

License # 6004772

Prepared: July 12, 2022

Excel Academy Charter Schools

Service Team

Brokers	Jonathan Schreter, Executive Vice President	Direct: (626) 535-1408 Fax: (626) 583-4609
	E-mail: jschreter@boltonco.com	
	Craig Myers, Associate Vice President	Direct: (626) 535-1447 Fax: (626) 583-4609
	E-mail: cmyers@boltonco.com	
Service Team	Debra Rosas, Associate Vice President	Direct: (626) 535-1829
	E-mail: drosas@boltonco.com	
	Kim Morris, Client Manager	Direct: (626) 507-1329
	E-mail: kmorris@boltonco.com	
	Mary Ann Sun, Associate Client Manager	Direct: (408) 780-7558
	E-mail: msun@boltonco.com	
	Service Team Fax:	(626) 583-2117

Property & Casualty Resources

Certificates/ Evidences	Standard - Receipt in 24 Hours		Rush - Receipt in 3 Hours	
	Email:	certrequest@boltonco.com	Email:	rushcertrequest@boltonco.com
	Fax:	(626) 583-2117		
Property & Casualty Claims	Carly Alba, Esq., Vice President of Claims and Risk Management			
	Direct:	(626) 535-1466	Fax:	(626) 583-2117
	E-mail:	calba@boltonco.com		
Workers' Comp Claims	Cheryl Bigelow, Workers' Compensation Manager			
	Direct:	(626) 405-3818	Fax:	(626) 583-2117
	E-mail:	cbigelow@boltonco.com		
Risk Control	Stefanie Nobriga, Associate Vice President of Risk Control			
	Direct:	(626) 535-1436	Fax:	(626) 583-2117
	E-mail:	snobriga@boltonco.com		
Bonds	Mary Smith, Associate Producer Surety			
	Direct:	(626) 535-1473	Fax:	(626) 583-2124
	E-mail:	msmith@boltonco.com		



Excel Academy Charter Schools

Department Leads

Property & Casualty	Erin Powell, Vice President, Property & Casualty	
	Direct: (626) 535-1439	Fax: (626) 583-2117
	E-mail: epowell@boltonco.com	

Employee Benefits	Jacqueline Roth, Director of Employee Benefits	
	Direct: (626) 535-1968	Fax: (626) 583-2119
	E-mail: jroth@boltonco.com	

Personal Risk Management	Jessica Gunnar, Vice President	
	Direct: (626) 535-1817	Fax: (626) 583-2116
	E-mail: jgunnar@boltonco.com	



Premium Comparison

Excel Academy Charter Schools

	2021-2022	2022-2023	\$	%
	Expiring Premium	Renewal Premium	Difference	Difference
Property including Inland Marine*	\$ 1,951	\$ 722	\$ (1,229)	-63%
Automobile	\$ 3,263	\$ 3,412	\$ 149	5%
General Liability	\$ 28,145	\$ 18,456	\$ (9,689)	-34%
Umbrella	\$ 10,718	\$ 7,534	\$ (3,184)	-30%
Educators Legal Liability including D&O and EPL	\$ 21,205	\$ 22,984	\$ 1,779	8%
Crime	\$ 3,835	\$ 3,886	\$ 51	1%
Student Accident	\$ 3,141	\$ 3,141	\$ -	0%
Cyber Liability	Paid by CSO	\$ 10,395	\$ 10,395	100%
Fee		\$ 150	\$ 150	100%
Surplus Lines Taxes & Fees		\$ 338	\$ 338	100%
Workers' Compensation - CA & HI	\$ 56,791	\$ 48,078	\$ (8,713)	-15%
State Taxes	\$ 2,218	\$ 2,767	\$ 549	25%
Workers' Compensation - Oregon	\$ 509	\$ 344	\$ (165)	-32%
State Taxes	\$ 36	\$ 22	\$ (14)	-39%
TOTAL	\$ 131,812	\$ 122,229	\$ (9,583)	-7%

*Pending revision to reduce Business Income/Extra Expense from \$250,000 to \$10,325

This proposal is a summary of terms and conditions proposed by the insurers based on the information obtained from you. The policy must be reviewed for all of the coverages, terms, conditions, and exclusions. Policy forms will be made available at your request.

The issued policy will supersede this proposal.

Higher Limits May be Available for All Coverages



Subjectivities

WORKERS COMPENSATION

Independent Contractors and Subcontractors:

In the event that an Insured utilizes subcontracted labor, the insured must furnish satisfactory evidence that the subcontractor has workers compensation insurance in force, covering the work performed for the insured. The following documents may be used to provide satisfactory evidence:

- Certificate of Insurance for the subcontractor's workers compensation policy
- Certificate of exemption (if available in their state - not available in CA)
- Copy of the Subcontractor's workers compensation policy

In the event any form of this documentation is not available for review or deemed otherwise insufficient, amounts paid to these subcontractors or independent contractors will be included as payroll and utilized in the calculation of final audit premium

Package Subject to:

Signed Statement of Values

Prior Carrier Loss Runs

Completed, signed and dated Philadelphia Applications

Crime Subject to:

Application must be signed by the chief executive officer or chief financial officer of the Applicant acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance

Cyber Subject to:

Completion of the Name and Signature of the IT contact on Question #5, page 2, of the application

Signed HCC application

Named Insureds

Excel Academy Charter Schools
FKA Community Collaborative Charter School



Schedule of Locations

- 1 1 Technology Dr. Bldg 1811, Irvine, CA 92618
- 2 87-3163 Mamalahoa Hwy, Captain Cook, HI 96704 (Work Comp)

Renewal Proposal of Insurance 2022-2023

Excel Academy Charter Schools

	2021-2022 Expiring	2022-2023 Renewal	Remarks
Property	Philadelphia A++ XV Admitted	Philadelphia A++ XV Admitted	
Business Personal Property - 100 E. San Marcos Blvd.	\$41,000	N/A	
Business Personal Property - 1 Technology Dr.	\$10,000	\$10,000	
Business Personal Property - 4101 Birch St.	\$10,000	N/A	
Business Income/Extra Expense - 100 E. San Marcos Blvd.	\$250,000	N/A	
Business Income/Extra Expense - 1 Technology Dr.	\$250,000	\$10,325	
Business Income/Extra Expense - 4101 Birch St.	\$250,000	N/A	
Business Personal Property Deductible	\$1,000	\$1,000	
Business Income Waiting Period	24 Hours	24 Hours	
Earthquake Sprinkler Leakage	\$10,000	\$10,000	
Equipment Breakdown	Included	Included	
<u>Locations:</u> See Statement of Values			
<u>CONDITIONS</u> : Special Form; Replacement Cost; 90% Co-Insurance. Includes Philadelphia Bell Endorsement, Workplace Violence Loss of Income Endorsement, Crisis Management Endorsement and Elite Property Enhancement: Schools			
<u>EXCLUSIONS</u> : Including, but not limited to Virus or Bacteria; Mold; Inflatable Structures; Earthquake and Flood			
Inland Marine	Philadelphia A++ XV Admitted	Philadelphia A++ XV Admitted	
Computer Coverage	\$100,000	\$100,000	
Deductible	\$1,000	\$1,000	
<u>EXCLUSIONS</u> : Including, but not limited to Governmental Action; Nuclear Hazard; Off-Premises Services; War or Military Action			

Renewal Proposal of Insurance 2022-2023

Excel Academy Charter Schools

	2021-2022 Expiring	2022-2023 Renewal	Remarks
Business Auto	Philadelphia A++ XV Admitted	Philadelphia A++ XV Admitted	
Auto Liability - Non-Owned & Hired	\$1,000,000	\$1,000,000	
Hired Auto Physical Damage - Cost of Hire	\$5,000	\$5,000	
Hired Auto Physical Damage Deductibles	\$1,000 Comp \$1,000 Coll	\$1,000 Comp \$1,000 Coll	
<u>CONDITIONS</u> : Employees and Volunteers as Insureds; Employees as Insureds for Hired Autos			
<i>We are not aware of any excluded drivers at the time of quoting. The carrier may review driving records and exclude any drivers that do not meet their guidelines of acceptability.</i>			



Renewal Proposal of Insurance 2022-2023

Excel Academy Charter Schools

	2021-2022 Expiring	2022-2023 Renewal	Remarks
General Liability	Philadelphia A++ XV Admitted	Philadelphia A++ XV Admitted	
General Aggregate Limit	\$3,000,000	\$3,000,000	
Products-Completed Operations Aggregate	\$3,000,000	\$3,000,000	
Personal & Advertising Injury Limit	\$1,000,000	\$1,000,000	
Each Occurrence Limit	\$1,000,000	\$1,000,000	
Damage to Premises Rented to You Limit - Any One Premises	\$300,000	\$300,000	
Medical Payments Limit - Any One Person	\$15,000	\$15,000	
Sexual/Physical Abuse or Molestation/Aggregate	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	
Employee Benefits Liability/Aggregate	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	
Deductible	N/A	N/A	
Student Count	2,090	1,809	
<p>CONDITIONS: Employee Benefits Liability is a Claims-Made & Reported Form. Retroactive Date: 7/15/2015; Includes Employee Defense Coverage; Volunteers and Employees as Insureds; Fund Raising Events Endorsement; General Liability Deluxe: Schools Endorsement</p> <p>The wording adding additional insured status for vendors, landlords, contractors or owners on your Commercial General Liability Policy applies only when there is a written contract between you and one of these entities requiring they be added to your policy as an additional insured. Please make sure to advise us if there is no contract at the time these are requested so special arrangements can be made with your insurance carrier. An unaltered purchase order is not considered a contract. Requests from these entities for additional insured status with no contract in force should be resisted as you have no legal obligation to provide this and claims against your policy in this situation could reduce the liability limits on your policy.</p> <p>EXCLUSIONS: Including, but not limited to Asbestos; Employment-Related Practices; Fungi or Bacteria; Lead; Communicable Disease; Athletic or Sports Participants; Corporal Punishment; Nuclear Energy; Absolute Cyber Liability and Electronic;</p>			

Renewal Proposal of Insurance 2022-2023

Excel Academy Charter Schools

2021-2022 Expiring		2022-2023 Renewal	Remarks
Umbrella	Philadelphia A++ XV Admitted	Philadelphia A++ XV Admitted	
Per Occurrence	\$4,000,000	\$4,000,000	
Aggregate Limit	\$4,000,000	\$4,000,000	
Retention	\$10,000	\$10,000	
CONDITIONS : Limits are excess of Primary General Liability, Sexual Abuse or Molestation, Employee Benefits Liability, Non-Owned & Hired Auto Liability, Employers Liability			
EXCLUSIONS : Including, but not limited to Fungi or Bacteria; Lead; Directors and Officers Liability; Silica; Subsidence; Liquor Liability; Employers Liability (Stop Gap); Designated Professional Services; Athletic Participants and Officials; Medical Professional Liability; Cyber Liability and Electronic			
Educators Professional Select	Philadelphia A++ XV Admitted	Philadelphia A++ XV Admitted	
Educators Legal Liability - Each Claim/Aggregate	\$2,000,000/\$2,000,000	\$2,000,000/\$2,000,000	
Retention-Per Claim	\$25,000	\$25,000	
Employment Practices Liability - Each Claim/Aggregate	\$2,000,000/\$2,000,000	\$2,000,000/\$2,000,000	
Retention-Per Claim	\$25,000	\$25,000	
Non-Monetary Defense - Occurrence/Aggregate	\$100,000/\$300,000	\$100,000/\$300,000	
Retention-Per Claim	\$10,000	\$10,000	
CONDITIONS : Claims-Made & Reported Form; Retroactive Date: 7/15/2015 Includes Wrongful Acts arising out of Education, Employment Practices, Directors, Officers and Trustees; Defense costs paid in addition to the policy limit; Includes Third Party Coverage in respects to Employment Practices Liability; Shared Limits; 12 Month Extended Reporting Period; Includes Crisis Management Enhancement Endorsement			
EXCLUSIONS : Including, but not limited to Pollution; Asbestos; Bodily Injury or Property Damage; Fraudulent, Dishonest, Malicious, Criminal or Intentional Wrongful Acts or Omissions; Fungi, Bacteria or Organic Pathogens; Intellectual Property; Lead; Personal and Advertising Injury; Radioactive/Nuclear Materials; Sexual Abuse & Molestation; War; Failure to Maintain Insurance; Securities; Access or Disclosure of Confidential or Personal Information; Wage and Hour Violations			



Renewal Proposal of Insurance 2022-2023

Excel Academy Charter Schools

	2021-2022 Expiring	2022-2023 Renewal	Remarks
Crime	Hanover A XV Admitted	Hanover A XV Admitted	
Employee Theft	\$1,000,000	\$1,000,000	
ERISA Fidelity	\$1,000,000	\$1,000,000	
Client Property	\$1,000,000	\$1,000,000	
Forgery or Alteration	\$1,000,000	\$1,000,000	
Premises Coverage	\$1,000,000	\$1,000,000	
Transit Coverage	\$1,000,000	\$1,000,000	
Computer Fraud	\$1,000,000	\$1,000,000	
Funds Transfer Fraud	\$1,000,000	\$1,000,000	
Credit, Debit or Charge Card Fraud	\$1,000,000	\$1,000,000	
Money Orders & Counterfeit Money	\$1,000,000	\$1,000,000	
Investigative Expense	\$15,000	\$15,000	
Deductible	\$5,000	\$5,000	
<u>CONDITIONS:</u> Loss Sustained Form			



Renewal Proposal of Insurance 2022-2023

Excel Academy Charter Schools

2021-2022		2022-2023	Renewal	Remarks
Expiring		Expiring	Expiring	
Houston Casualty		Houston Casualty		
A++ XV Non-Admitted		A++ XV Non-Admitted		
Cyber Liability				
Maximum Policy Aggregate Limit of Liability	\$1,000,000		\$1,000,000	
Multimedia Liability	\$1,000,000		\$1,000,000	
Security and Privacy Liability	\$1,000,000		\$1,000,000	
Privacy Regulatory Defense and Penalties	\$1,000,000		\$1,000,000	
PCI DSS Liability	\$1,000,000		\$1,000,000	
TCPA Defense	\$1,000,000		\$1,000,000	
Breach Events Costs	\$1,000,000		\$1,000,000	
Post Breach Remediation Costs	\$25,000		\$25,000	
BrandGuard	\$1,000,000		\$1,000,000	
System Failure	\$1,000,000		\$1,000,000	
Dependent System Failure	\$1,000,000		\$1,000,000	
Cyber Extortion	\$1,000,000		\$1,000,000	
Cyber Crime Sublimit Aggregate	\$250,000		\$250,000	
Reward Expense	\$50,000		\$50,000	
Court Attendance Costs	\$25,000		\$25,000	
Additional Defense Costs	\$1,000,000		\$1,000,000	
Deductible	\$1,000		\$5,000	
<p>CONDITIONS : BrandGuard (2 week Waiting period; 12 months Period of Indemnity), System Failure (8 hour waiting period 6 months Period of Indemnity), Dependent System Failure (12 hour waiting period; 4 months Period of Indemnity), Cyber Crime Sublimit \$250,000 (includes: Financial Fraud, Telecommunications Fraud, \$250,000 Phishing Fraud), Court Attendance Costs Sublimit (No deductible);</p> <p>EXCLUSIONS : Including, but not limited to Nuclear Incident; Prior Knowledge; Cyber-bullying</p> <p>*2021 Term was a shared policy under The Collaborative</p>				
Philadelphia Indemnity		Philadelphia Indemnity		
Student/Volunteer Accident		A XV Admitted		
Basic Medical Expense Limit	\$50,000		\$50,000	
Deductible	\$0		\$0	
Benefit Period	52 Weeks		52 Weeks	
Accidental Death/Accidental Dismemberment	\$25,000/\$50,000		\$25,000/\$50,000	
Accidental Paralysis	\$50,000		\$50,000	
<p>CONDITIONS : This policy is excess over primary health insurance if available. Incurred Period is 180 Days for Medical Expenses and 365 days for AD&D. Authorized Volunteers and Enrolled Students are Insureds.</p> <p>EXCLUSIONS: Please see the policy for a full list of exclusions.</p>				



Workers' Compensation Comparison

Excel Academy Charter Schools

Workers' Compensation	2021-2022 Expiring	2022-2023 Renewal	Remarks
	Oak River A+ XV Admitted	Oak River A+ XV Admitted	
Employers Liability Limits	\$ 1,000,000	\$ 1,000,000	
Quote is contingent upon the insured's participation in the Medical Provider Network (MPN); Subject to Final Audit; Volunteer Coverage Not Included. USL&H Not included.			

Coverage Description	2021-2022 Premium	2022-2023 Premium	\$ Difference	% Difference
Workers' Compensation - AL, CA and HI	\$ 56,791	\$ 48,078	\$ (8,713)	-15%
Taxes & Fees	\$ 2,218	\$ 2,767	\$ 549	25%
Premium	\$ 59,009	\$ 50,845	\$ (8,164)	-14%
Workers' Compensation - OR	\$ 509	\$ -	\$ (509)	-100%
Taxes & Fees	\$ 36	\$ -	\$ (36)	-100%
Premium	\$ 545	\$ -	\$ (545)	-100%
Total Premium - All States	\$ 59,554	\$ 50,845	\$ (8,709)	-15%

Classifications	2021-2022 Payroll	2022-2023 Payroll	\$ Difference	% Difference
Class Code 8875 – Public Colleges/Schools - California	\$ 8,295,565	\$ 7,775,639	\$ (519,926)	-6%
Class Code 8868 – College: Professional Employees - Idaho	\$ 32,973	If Any	\$ (32,973)	-100%
Class Code 8868 – College: Professional Employees - New York	\$ 62,699	If Any	\$ (62,699)	-100%
Class Code 8868 – College: Professional Employees - Texas	\$ 66,718	If Any	\$ (66,718)	-100%
Class Code 8868 – College: Professional Employees - Wisconsin	\$ 58,699	If Any	\$ (58,699)	-100%
Class Code 8868 – College: Professional Employees - Hawaii Added 1/1/2022	\$ 71,213	\$ 150,796	\$ 79,583	112%
Class Code 8868 – College: Professional Employees - Oregon	\$ 65,853	\$ -	\$ (65,853)	-100%
Class Code 8868 – College: Professional Employees - Alabama	\$ -	If Any	\$ -	0%
Total Payroll	\$ 8,653,720	\$ 7,926,435	\$ (727,285)	-8%



Workers' Compensation Comparison

Classifications	2021-2022 Net Rate	2022-2023 Net Rate	# Difference	% Difference
Class Code 8875 – Public Colleges/Schools - California	0.64	0.93	0.29	45%
Class Code 8868 –College: Professional Employees - Idaho	0.67	0.64	-0.03	-4%
Class Code 8868 – College: Professional Employees - New York	0.62	0.57	-0.05	-8%
Class Code 8868– College: Professional Employees - Texas	0.26	0.26	0	0%
Class Code 8868– College: Professional Employees - Wisconsin	0.53	0.50	-0.03	-6%
Class Code 8868 – Colleges: Professional Employees - Hawaii	0.70	0.73	0.03	5%
Class Code 8868– College: Professional Employees - Oregon	0.33	0.37	0.04	12%
Class Code 8868– College: Professional Employees - Alabama	0.00			
Experience Modification - California	0.64	0.60	-0.04	-6%
Net Rates do not include Expense Constant, Terrorism, or CA Assessments & Fees.				

Insurance Coverage Checklist

Below is a list of usually available, but not all inclusive, coverages. Those items checked represent the coverages proposed. If the item is not checked, the coverage is not included. If you are interested in an explanation of and/or quotation for any of these coverages, please let us know.

<input type="checkbox"/>	Property (Building and Contents,	<input checked="" type="checkbox"/>	Crime/ERISA
<input checked="" type="checkbox"/>	Including Property of Others)	<input checked="" type="checkbox"/>	Employee Dishonesty
<input type="checkbox"/>	Building Ordinance	<input checked="" type="checkbox"/>	Money and Securities
<input checked="" type="checkbox"/>	Equipment Breakdown	<input checked="" type="checkbox"/>	Forgery and Alteration
<input checked="" type="checkbox"/>	Business Income	<input checked="" type="checkbox"/>	Computer Fraud
<input checked="" type="checkbox"/>	Extra Expense	<input checked="" type="checkbox"/>	General Liability
<input type="checkbox"/>	Loss of Rents	<input checked="" type="checkbox"/>	Employee Benefits Liability
<input type="checkbox"/>	Flood	<input type="checkbox"/>	Aircraft Liability/Drone
<input type="checkbox"/>	Earthquake	<input checked="" type="checkbox"/>	Automobile
<input checked="" type="checkbox"/>	Earthquake Sprinkler Leakage	<input type="checkbox"/>	Foreign Property/Liability/WC
<input checked="" type="checkbox"/>	Electronic Data Processing	<input checked="" type="checkbox"/>	Umbrella/Excess Liability
<input type="checkbox"/>	Signs	<input checked="" type="checkbox"/>	Workers' Compensation Employers Liability
<input type="checkbox"/>	Motor Truck Cargo Liability	<input checked="" type="checkbox"/>	Directors and Officers Liability
<input type="checkbox"/>	Transportation	<input checked="" type="checkbox"/>	Employment Practices Liability
<input type="checkbox"/>	Ocean Cargo	<input type="checkbox"/>	Fiduciary Liability
<input type="checkbox"/>	Employee's Tool Floater	<input type="checkbox"/>	Kidnap & Ransom
<input type="checkbox"/>	Equipment Floater	<input checked="" type="checkbox"/>	Cyber/Privacy Liability/Internet Exposure
<input type="checkbox"/>	Installation Floater	<input checked="" type="checkbox"/>	Educators Legal Liability
<input checked="" type="checkbox"/>	Valuable Papers (On & Off Premises)	<input type="checkbox"/>	Pollution Liability
<input checked="" type="checkbox"/>	Accounts Receivable	<input type="checkbox"/>	Miscellaneous Professional Liability
<input type="checkbox"/>	Mold	<input type="checkbox"/>	Law Enforcement Liability
<input type="checkbox"/>	Terrorism	<input checked="" type="checkbox"/>	Student Accident
<input checked="" type="checkbox"/>	Funds Transfer Fraud	<input type="checkbox"/>	Active Assailant/Workplace Violence
		<input checked="" type="checkbox"/>	Volunteer Accident

Proposal Acceptance

Excel Academy Charter Schools

<u>Yes</u>	<u>No</u>	<u>Quote Option</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Package/Auto/Umbrella/Educators Legal - Philadelphia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Decrease Business Income from \$250,000 to \$10,325
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Crime - Hanover
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Student Accident - Philadelphia
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Workers' Compensation - Oak River
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cyber Liability - Tokio Marine
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Insurance Coverage Checklist – Would you like a quote for any of the coverages listed on the insurance coverage checklist section of our proposal?

(NOTES:)

This proposal is a summary of terms and conditions proposed by the insurers based on information obtained from you. The policy must be reviewed for all of the coverages, terms, conditions, and exclusions. Policy forms will be made available at your request. The issued policy will supersede this proposal.

Higher limits may be available for all coverages.

I have reviewed and accept the coverages and disclosures as summarized in this proposal with any changes indicated above.



Signature

07/14/2022

Date

Assistant Director of Human Resources

Title



BEST FINANCIAL STRENGTH RATING GUIDE - (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A+	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
		C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+		Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
			Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Poor	D		Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by forced liquidation; an impaired insurer.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies of insurance companies that have never been rated by A.M. Best

Rating Disclosure - Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

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Version 010219



Types of Insurance Carriers

Non-Admitted

This is an insurance carrier that is not licensed by the State of California, but is domiciled and admitted in other states and approved for use in California by the Department of Insurance. It is published on the List of Approved Surplus Lines Insurers (LASLI).

Carriers are strictly regulated by their state of domicile and must meet strict surplus lines laws and regulations in order to provide insurance in California.

These carriers are not backed by the California Insurance Guarantee Association (CIGA). They are used when coverage is not available from an admitted company either because domestic carriers feel it is too risky or because broader coverage may be available from a non-admitted carrier.

Admitted

This is an insurance carrier that is licensed to do business in California and regulated by the Department of Insurance. Carriers are strictly regulated. Rates and policy forms must be filed with the Department of Insurance and approved before they can be offered to the insurance consumer.

The carrier is backed by the Insurance Guarantee Association (CIGA), which provides insurance against carriers which become insolvent. It assumes limited responsibility for all claims up to \$500,000, with the exception of Worker's Compensation, which has no limitation. Ocean Cargo and Crime coverages are not insured through the Association.



Claims-Made and Reported Liability Policy

A Claims-Made and Reported Liability Policy provides third party liability coverage when a claim for damages is first made during the policy period. The incident causing the claim must occur during the policy period between the **retroactive (or continuity date) and the expiration date**, whichever is later. The claim must be reported to the carrier prior to the policy expiration date or **extended reporting period**.

Retroactive Date

The **retroactive date** is important in determining if a Claims-Made and Reported Policy will respond to a claim. This date is usually the same as the first date this coverage was first carried. For coverage to apply, the claim must fall between the **retroactive (or continuity) date** and the expiration date of the policy or **extended reporting period**.

Extended Reporting Period

As mentioned above, the claim must occur and be reported prior to the end of the expiration date or **extended reporting period**. An extension of time to report claims following the end of the expiration date may be purchased for claims made during the specified term purchased. This extension or **extended reporting period** is needed when a policy is cancelled or non-renewed and not placed with another carrier, renewed with an advanced **retroactive date** or changed to an "occurrence" form policy. Please note the **extended reporting period** does not extend the coverage period, only the time to report. The **extended reporting period** is usually available for a period of 12, 24, or 36 months, in some cases, longer.

Continuity Date

This is the first date that a policy or particular limit is carried. It may act as a **retroactive date**. Some policies may have a **retroactive date and a continuity date**, especially if limits have been changed over the years.

It is very important that careful consideration be given to all of the above issues when moving coverage provided by a claims-made and reported policy.



CERTIFIED TERRORISM Terrorism Risk Insurance Act – “TRIA” and Terrorism Risk Insurance Program Reauthorization Act of 2015 – “TRIPRA”)

"Certified Terrorism" is coverage offered by insurance carriers that have the financial backing of the U. S. government under the Terrorism Act of 2002, the Terrorism Risk Insurance Extension Act of 2005, the Reauthorization Act of 2007 and the Reauthorization Act of 2015. The Act is known as “TRIA.”

"Certified Terrorism" is defined under the act as: Any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism. Criteria include:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property of infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States

Missions or certain air carriers or vessels.

- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

- e. The act must cause at least \$5,000,000 in overall insured losses attributable to all types of insurance subject to the Act.

- f. The Federal Government will pay based on formula established by law; 85% through 2015, 84% 2016; 83% 2017; 82% 2018; 81% 2019 and 80% 2020, but no more than 100 billion dollars. The carrier’s maximum payment is 100 billion dollars in total for all losses.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for Workers’ Compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



IMPORTANT DECLARATION AND DISCLOSURE INFORMATION

This document and the information contained herein is designed in a format that is easy to understand and compare against previous insurance programs. As such, it is necessary to use generalized terminology. This document does not in any way confirm that coverage is, or will be, in effect. Coverage can only commence after your request for coverage is accepted by the insurance company, and a deposit premium has been received. This proposal does not in any way infer or suggest that coverage as proposed will be broader than the standard forms provided by the quoted insurance company unless the broadening features are specifically mentioned in writing in this format. The presenter of this proposal has no authority to broaden or infer coverages beyond those that are stated in writing. This proposal is only valid for 30 days.

This proposal is a summary of terms and conditions proposed by the insurers based on the information obtained from you. Therefore, you are solely responsible for the accuracy of the information furnished to the insurance carriers. We are not responsible for verifying any of this information which you have provided, nor shall we have any liability that arises from the inaccuracy of the information which you provided. All changes in your exposures to loss should be reported to us immediately so that proper coverage may be affected.

The policy must be reviewed for all of the coverages, terms, conditions, and exclusions. Policy forms will be made available at your request. The issued policy will supersede this proposal.

Upon acceptance of this proposal, it is necessary to effect insurance with proper values. Reviewing each of the coverages proposed and making changes and updates in accordance with current information and conditions is recommended. Higher limits may be available upon request.

It is important to note that any requests that you make, regarding this proposal or into the future, to change or bind your insurance coverage through email, voicemail or verbally with our staff will not take effect until written notice is received from us.

Any advice or guidance provided by any of our staff shall not be construed or relied upon as legal, accounting or actuarial advice. We encourage you to work with other professionals in those specific areas and for those specific matters.

Please also note that many insurance carriers have very strict claim reporting terms and conditions and can include wording that restricts or negates coverage should the carrier not be immediately notified of a potential claim. It is important that you refer to your actual policies for these requirements and follow them closely.

Compensation

For the placement and service of your insurance program, we will receive commission-based compensation from selected insurance companies and/or wholesale intermediaries. The compensation received by us may differ depending on the product and the insurance company. We may receive additional contingent compensation from these insurance companies based upon other aggregate factors, such as claims experience, growth in new business, retention of the business, total premium volume placed, etc. We may also be reimbursed for services rendered under contract with selected premium finance companies that agree to finance your insurance premiums. Any additional fees in lieu of commissions or for services such as claims, loss control and general risk management, will be outlined in the proposal.

Data Protection and Use

We are committed to protecting the privacy of your personal data. In our role as an insurance broker, we may use the data you provided us in the process of securing quotes or coverage, claims management, typical policy servicing, etc. and that data may be provided to various insurance carriers or intermediaries. If you have any specific questions about the use or access to this data, please let us know and we would be happy to discuss it with you.



IMPORTANT DECLARATION AND DISCLOSURE INFORMATION

With respect to your logo(s) and unless otherwise instructed by you, we may, without notice or consent, use your logo(s) and other publicly available information in our marketing efforts and materials with the intent of adding additional clients and growing our business.

Insurance Carrier Rating

If we have provided information in the proposal as to the current rating of an insurance carrier through the AM Best Company, which is an independent rating company, please understand that to the best of our ability we are providing their current rating as of the date of the proposal. However, these ratings are subject to change at any time. Therefore, if the rating of the carrier is important to you or your business, we advise that you check the current rating by accessing their website directly at ambest.com for the most current status and rating of your insurance carrier.



IMPORTANT NOTICE:

- 1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC-the National Association of Insurance Commissioners-is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**](http://www.insurance.ca.gov/01-consumers/120-company/07-</p></div><div data-bbox=)**



Signature

Date: 07/14/2022

Insured: Excel Academy Charter Schools

D-1 (Effective January 1, 2020)



Certificate of Completion

Summary

Title	Excel Academy 2022 Revised Proposal
File name	Excel Academy 2022 Revised Proposal.pdf
Status	Completed
Document guid:	trKDXXH_No3gvheNONXhMseUVUzjbVzQ

Document History

2022-07-14 08:34:43 AM PDT	Signed by Megan Anderson (manderson@excelacademy.education) IP 174.243.226.229
2022-07-14 08:34:43 AM PDT	Text entered by Megan Anderson (manderson@excelacademy.education) IP 174.243.226.229
2022-07-14 08:34:43 AM PDT	Checked by Megan Anderson (manderson@excelacademy.education) IP 174.243.226.229
2022-07-14 08:34:43 AM PDT	Checked by Megan Anderson (manderson@excelacademy.education) IP 174.243.226.229
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Coversheet

Consent - Education Student/Services

Section: VII. Consent
Item: B. Consent - Education Student/Services
Purpose:
Submitted by:
Related Material: EACS BUS - Consent Items - Education.pdf
EACS Handbook-22_23 (1).pdf
ELD Handbook for Families 22_ - INT.pdf
EACS SPED Handbook - 22_23.pdf
2022-23 Sped ISA Revised.pdf
VIRTUAL PATH Acknowledgment of Repsonsibilities (AOR) 22_23.pdf
Virtual EACS Master Agreement 22_23.pdf

BACKGROUND:

Item: Approval of EACS Handbook Revisions

Background: The EACS Handbook for families was revised in the following sections:

- Testing dates
- Eagle Engagement description
- Changing verbiage from Virtual Elementary to Virtual Path
- Updated language for the Independent Study Policy
- Added eligibility for advanced courses
- Added section on progress reports for high school students

Item: Approval of EACS English Learner Handbook

Background: The EACS English Learner Handbook offers families answers for frequently asked questions, explains the details of our English Learner program, and includes links to helpful resources.

Item: Approval of EACS Employee Handbook Revisions

Background: Excel Academy Charter School employee handbook was updated to reflect change in insurance benefit eligibility and probationary period requirement.

EXCEL ACADEMY CHARTER SCHOOLS

Agenda Item:

Date: August 8, 2022

	Business/Financial Services
X	Consent Agenda
	Correspondence/Proposals/Reports
	Curriculum
X	Education/Student Services
	Organizational Structure of the Board
	Personnel Services
	Policy Development
	Public Hearing

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of Special Education Handbook 2022-2023

Background: The EACS Special Education Handbook provides students, families, and staff detailed information to ensure understanding of policies, procedures, and frequently asked questions pertaining to students receiving support under an Individualized Education Plan (“IEP”) within the independent study, non-classroom based charter school environment.

It is recommended the Board approve the EACS Special Education Handbook 2022-2023 for students and parents as presented.

Item: Approval of Virtual Acknowledgement of Responsibilities Revisions

Background: The Virtual Acknowledgment of Responsibilities was revised to include grades 7 and 8.

It is recommended the Board approve the Virtual Acknowledgement of Responsibilities revisions as presented.

Item: Approval of Virtual Path Master Agreement Revisions

Background: The Virtual Path Master Agreement was revised to include communication with parents and tiered reengagement sections.

It is recommended that the Board approve the Virtual Master Agreement Revisions as presented.

Item: Approval of Special Education Individual Service Agreement Revisions

Background: The ISA revisions include the following:

- Amended the page length for streamlined communication purposes.
- The Service Column was edited for manual entry versus selection from a grid/list for service authorization (many NPAs only offer one or two types of services)
- NPS language and fields were removed to designate the ISA for NPA use only.

It is recommended that the Board approve the ISA revisions as presented.

Fiscal Impact: None.



Excel Academy Charter School Handbook

2022-2023

Dear Parents and Students,

Thank you for choosing Excel Academy Charter School to support you on your personalized independent study educational journey. I am humbled and honored to serve you alongside an incredible team of dedicated educators and staff ready to collaborate as you begin the 2022-23 school year! We recognize the sacrifice and dedication families make when committing to our school model which is why we strive to help create balance and parent choice in a personalized learning environment. Excel Academy is led by a collaborative team made up of innovative educators on the forefront of educational change.

Our school goals support our mission and vision providing a flexible, personalized learning experience where teachers and parents collaborate to provide academic excellence and social and emotional foundations to instill a love for learning in each individual student.

We hope you will find this handbook helpful and use it as a tool to clarify procedures and expectations. Please never hesitate to reach out to your teacher of record or administration with any questions or concerns.

Excel Eagles~Let's continue to SOAR!

Sincerely,

A handwritten signature in black ink that reads 'Heidi Gasce'.

Executive Director

To view the Excel Academy Charter School handbook on our website, please [click here](#)

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Who We Are

Excel Academy is a tuition free, public charter school offering a personalized learning environment, offering three paths, for independent study and distance learning students in grades TK-12. Our unique educational program allows parents to select from a wide variety of educational resources and materials from approved content and community providers using instructional funds provided by the charter school. Our Virtual Path option allows students to learn directly from an Excel Academy Teacher in a distance learning model. Using these educational resources, families have the freedom to build a customized learning experience for their children, benefiting from flexibility of choice and the partnership of a highly qualified California-credentialed teacher.

Mission Statement

Excel Academy will provide a flexible, personalized learning experience where teachers and parents collaborate to provide academic excellence and social and emotional foundations to instill a love for learning in each individual student.

Our Vision

“ Empowering students through flexible independent learning..”

Life is what you create....at Excel Academy we bring students to LIFE through:

LEARNING: At Excel Academy students progress in knowledge, ability and social/emotional foundations. Curriculum and staff will provide a personalized learning plan inherent to the uniqueness of every student and learning situation. Excel Academy pursues a learning environment where every student will be challenged by, enjoy, and help direct their own education.

INDEPENDENCE: Excel Academy believes one of the key elements of an optimal education is to prepare each student for real-life complexities and independent learning. Excel Academy’s curriculum options not only align to California’s academic content standards but offer alternative and supplemental learning resources that place the student in a climate where curiosity and exploration are rewarded.

FLEXIBILITY: Flexible pacing enables each Excel Academy student, under the guidance of the teacher of record, to target individual needs without the demands of a full time classroom. By developing an awareness of their own unique learning style and advancement in their

communication abilities, students and families will be enabled to discover their greatest areas of need and direct their efforts accordingly.

EMPOWERMENT: Excel Academy strives to empower students to take ownership of their education and develop not only the appropriate knowledge, skills, and abilities, but also the confidence, creativity, and discipline to help them adapt to challenges and opportunities.

Schoolwide Learning Outcomes

Schoolwide Learning Outcomes (SLOs) are statements about what all students should know, understand, and be able to do by the time they graduate. To meet the demands of the 21st century, Excel Academy graduates will be:

Self-Directed, Critical Thinkers who

1. Produce quality work through multiple modalities
2. Organize and manage time efficiently
3. Demonstrate competency in active listening, reading, speaking and writing
4. Devise solutions in academic and real-world situations using higher-order thinking skills
5. Exhibit in-depth knowledge across disciplines
6. Reflect on and analyze learning experiences

Resourceful, Lifelong Learners who

1. Communicate effectively
2. Utilize personalization and a growth mindset to pursue individual passions and interests
3. Solve problems independently and collaboratively
4. Create and pursue personal, academic, and professional goals
5. Express ideas and information confidently and creatively
6. Employ technology to complement their knowledge

Respectful, Responsible Citizens who

1. Demonstrate college and career readiness upon high school graduation
2. Possess personal integrity and take responsibility for decisions and actions
3. Model respect for diverse cultures
4. Contribute as leaders within their community
5. Display a commitment to service
6. Develop a sense of personal accountability and dedication

Charter Authorization

Excel Academy Charter School is chartered by Warner Unified School District for the Orange, Riverside, and San Diego Counties, and Helendale School District for the Los Angeles and San Bernardino Counties: [Counties Served](#)

The strong connections and communication amongst the [authorizers](#) and the community foster a strong foundation for which our school is built.

WASC Accreditation

Excel Academy Charter Schools are accredited by the *Accrediting Commission for Schools, Western Association of Schools and Colleges*.

The *Western Association of Schools and Colleges (WASC)* is one of six regional associations, which accredit public and private schools, colleges, and universities in the United States. Accreditation certifies to other educational institutions and to the general public that an institution meets established criteria or standards and is achieving its own stated objectives. This means that all diploma or degree programs and educational activities offered by the institution are covered by the institution's accreditation.

What does Accreditation mean?

Accreditation certifies to other educational institutions and to the general public that an institution meets established criteria or standards and is achieving its own stated objectives. WASC and the other five regional associations in the United States grant "institutional accreditation" after a comprehensive self-study followed by an on-site evaluation of the programs and services of the total institution. This means that all diploma or degree programs and educational activities offered by the institution are covered by the institution's accreditation. The evaluation determines whether or not the institution qualifies for regional recognition. More importantly, periodic self-study and review promote improvement in educational quality and institutional effectiveness.

Why Consider Accreditation?

Having WASC accreditation has many benefits. When a school participates in WASC, it:

- Assures a school community that the school's purposes are appropriate and being accomplished through a viable education program. In other words, it is a trustworthy institution for student learning
- Validates the integrity of the school's program and transcripts
- Facilitates transfer of credits to other English-speaking schools — critical for college/university acceptance worldwide
- Provides a process for regularly examining programs, processes, and data around school goals and student learning through data analysis, reflection, inquiry, and dialogue
- Builds a professional culture to support the schoolwide action plan

- Fosters the continuous improvement of the school's programs and operations to support student learning
- Provides valuable insight from fellow educators visiting the school
- Benefits schools that choose joint accreditation or other collaborative processes

To remain accredited, a school must report annually on the progress of its submitted improvement plan as well as its ability to continue to meet accreditation standards. Once every five years, the school will need to engage in a thorough self-study process and will host a visiting accreditation team during the sixth year in the cycle. For more information, go to <http://www.acswasc.org/>.

Parent Support

Parent support is available Monday through Friday from 8 A.M.–4:30 P.M. Please see the school directory below for department emails and contact numbers.

Contact Information

Our office is located at:
1 Technology Drive, Ste I-811
Irvine, CA 92618

If you wish to reach a specific department by email, please use one of the following:

Admissions - admissions@excelacademy.education

Registrar - registrar@excelacademy.education

Student Services - studentservices@excelacademy.education

Intervention - asaade@excelacademy.education

Counseling - modell@excelacademy.education or ldurham@excelacademy.education

Testing & Assessments - jcraig@excelacademy.education

Once enrolled, you will be provided with the contact information of your ToR Teacher of Record (ToR). If you are attempting to reach a member of our administrative staff, please call our Parent Support line and ask for the person with whom you wish to speak. Someone will be happy to connect you.

Special Education:

If your student has a current IEP, please contact their assigned Case Manager (“CM”) for support. You will receive contact information for your student's CM prior to the first day of school.

If you have general questions about the Special Education Referral Process, please contact:

Special Education Intake Manager - Sondra Ryan

PH: 714-337-2980

Enrollment

Recruitment and admissions policies, procedures, and activities are in compliance with state and federal law and are outlined in the individual charter petitions for each school.

Students will be considered for admission without regard to ethnicity, national origin, gender, disability or achievement level. Admission will not be determined according to the place of residence of the student or parents, except as required by law. Prior to admission, all parents must agree to and sign the Master Agreement. All students' continued enrollment shall depend upon them fulfilling the terms of the Master Agreement, Acknowledgement of Responsibilities (AoR), and Independent Study Policy. Enrollment space will be based on need in the community and availability of qualified, credentialed teachers to serve as the ToR.

Excel Academy will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of race, ethnicity, national origin, gender, disability, or any other characteristic listed in Education Code Section 220 (or association with an individual who has any of those characteristics).

Once you complete the short intent to enroll form, a registration link will be automatically sent to your email. From that link, you will set up a username and password and will complete all four steps of our Reg Online process. The enrollment team will verify your application once **all documents have been uploaded and all electronic documents have been signed**. Our enrollment department will send you an acceptance letter once your application has completed and verified. Upon receiving that letter, families must attend one of the virtual mandatory New Family Orientation meetings detailed in the letter in order to be assigned to a Teacher and enrolled. Once the family has attended a New Family Orientation meeting, they will complete an Exit Ticket, indicating their path preference and completion of orientation.

Enrollment Documents Required

- Proof of Residency (in Excel Academy's authorizing district)
- Birth Certificate
- Immunization Records
- Transcripts (high school only)
- Progress Report*
- Oral Health Report Form or waiver (TK, KN and 1st Grade only)

- Health Exam Form/Waiver (TK, KN and 1st Grade only)

**Please note: If a high school student enrolls after 21 days of start date, a progress report will be needed as well.*

Private School Affidavit (PSA)

Students enrolling from a private homeschool setting will be required to submit all documents listed above. Additionally, placement tests will be required and administered by the Teacher of Record (ToR) for enrollment in certain secondary school courses.

Privately home-schooled students enrolling in Excel Academy for 9th grade semester two through 12th grade, please use the following: [PSA Transcript Summary](#).

Junior High students: Use the [PSA Transcript Summary](#) form for any math course (Algebra 1 or higher math) or world language course taken for high school credit.

Regardless of the number of transfer credits awarded, the student must successfully complete the required number of courses at Excel Academy in order to earn a high school diploma. (see [Graduation Track Options](#))

Grade-Level Assignment

At Excel Academy, students are enrolled in the grade that most closely corresponds to their age, in accordance with California State Law. Please see link below for Excel Academy's Grade Placement Chart: [Excel Grade Placement Chart 2022/2023](#).

Transitional Kindergarten (TK) Policy

TK is an option for the following students:

- Students who turn 5 between September 2-February 2
- Optional TK for Kinder Eligible Students
 - Students who turn 5 between June 1st-September 1st;
 - In this case, a Kindergarten Continuance Form must be signed, verifying that the parent/guardian agrees to have his/her child continue in kindergarten for one additional year.
 - Students may not be promoted from TK to 1st grade.

For Excel students that turn 5 after February 2nd, and wish to begin with Excel Academy, entering kindergarten is not an option, they must enroll in TK for the rest of that school year.

Kindergarten Placement

Students must turn 5 on or before September 1.

High School Grade-Level Placement

High school students are assigned a grade level based on the year of entry into 9th grade. Regardless of credit deficiency, students will be promoted to the next grade and given an opportunity to remediate credits in hopes that the student will graduate with his or her cohort.

In the event that a student does not graduate with their cohort, Excel Academy will provide the student an opportunity to continue their education, provided they are making adequate progress towards a diploma.

Adult Student Enrollment

Effective July 1, 2004 California State Law prohibits the enrollment of any student age 19 years or older who has not been continuously enrolled since their 18th birthday and making regular progress towards a high school diploma.

Dual Enrollment Policy – Public and Private Schools

In accordance with California Education Code Section 47602(b) and Title 5, California Code of Regulations Section 11965(a), no student may be enrolled in Excel Academy and simultaneously be enrolled in another public or private school. Private schools function outside the jurisdiction of the California Department of Education (CDE) and most state education regulations.

Acceleration & Retention: Policies & Processes

Acceleration

Students at Excel Academy will be promoted to the next grade level each year. Our general philosophy is that because Excel Academy offers personalized learning, acceleration is rarely necessary. For those rare exceptions, it must be agreed upon in writing, by both the parent and school administration, in order to skip a grade. Acceleration will only be considered prior to the beginning of the school year. Decisions regarding acceleration will be made on a case-by-case basis by the Acceleration Team. Typically, this is reserved for high school students who would like to graduate early. Students may graduate early, only if they have met all of the criteria for graduation, including credit requirements.

*In order to ensure sufficient time to observe the student in our academic setting, requests for grade acceleration will not be considered prior to enrollment with Excel Academy Charter School.

Acceleration Requests

1. Parents will send a letter to the Intervention Coordinator stating reasons why they are requesting acceleration.
 - a. Parents will provide any additional relevant information (i.e. report cards, transcripts, or assessment results received outside of EACS)
2. The Acceleration Team reviews information to determine if an acceleration meeting is warranted or if a decision can be made based on the letter.
 - a. If a meeting is warranted, the Intervention Coordinator will schedule a meeting with the Parent and Acceleration Team.
3. A decision is made by the Acceleration Team and a decision letter is sent to the parent via email.

Retention

Students at Excel Academy will be promoted to the next grade level each year. Our general philosophy is that because Excel offers personalized learning, retention is rarely necessary. For those rare exceptions, it must be agreed upon in writing, by both the parent and school administration, in order to repeat a grade. Retention will only be considered prior to the beginning of the school year. Decisions regarding retention will be made on a case-by-case basis by the Retention Team. Students may not be retained more than once. Students will only repeat a grade in the case that there is substantial evidence the student lacks academic and/or emotional maturity.

*In order to ensure sufficient time to observe the student in our academic setting, requests for grade retention will not be considered prior to enrollment with EACS in order to ensure sufficient time to observe the student in our academic setting.

Retention Requests

1. Parents will send a letter to the Intervention Coordinator stating reasons why they are requesting grade retention.
 - a. Parents will provide any additional relevant information (i.e. report cards, transcripts, or assessment results received outside of EACS)
2. The Retention Team reviews information to determine if a retention meeting is warranted or if a decision can be made based on the letter.

- a. If a meeting is warranted, the Intervention Coordinator will schedule a meeting with the Parent and Retention Team.
3. A decision is made by the Retention Team and a decision letter is sent to the parent via email.

8th Grade Retention & Promotion

State law requires schools to have promotion and retention criteria for students who are in their last year of junior high (*EC Section 48070.5[a][5]*). Therefore, Excel Academy will identify students who are at-risk of being retained in 8th grade (*EC Section 48070.5[b]*). Excel Academy will use i-Ready scores as its main source of data. Based on those results, additional assessments may be administered, to determine an 8th grader's readiness for high school.

Steps Excel Academy will take if a student is found to be at-risk for 8th grade retention:

- Parents will be notified in the fall of 8th grade, or once the i-Ready assessment is complete for mid-year enrollees.
- The student will participate in additional progress monitoring & individualized academic intervention throughout their 8th grade year.
- The spring i-Ready assessment will be used as a main source of data for final 8th grade retention or promotion recommendations.
- For those students who continue to be at-risk for retention in the spring of 8th grade, Retention Review meetings may be held with the parent and Excel Academy administration. Excel Academy will make the final determination based on data collected.

Student with an Expulsion History

For students who seek admission at Excel Academy with expulsion history, please refer to the expulsion policies for our authorizing districts (Helendale Elementary and Warner Unified School District). A panel will meet to determine whether the pupil does not pose a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the governing board following the meeting regarding his or her determination.

Master Agreement

The Master Agreement is a binding agreement between Excel Academy, the student, the parent/guardian, the supervising ToR, and other team members responsible for the student's educational progress. The agreement documents assigned courses as well as the time, manner, and frequency of the student's meetings with the faculty. In addition, the Master Agreement

addresses specific resources including materials and personnel that will be made available to all students, academic and other supports, missed assignments, satisfactory progress and required parent communication to address pupils not generating attendance.

Each agreement shall be signed and in effect **prior or up to** the first day of the student's attendance start date.

Methods of Operation and Glossary of Terms

General Terms

Acknowledgment of Responsibilities (AoR) - A document that lists the responsibilities of Excel Academy parents/guardians and their students. The AoR is sent via email link, along with the Master Agreement (MA), for parents to sign upon enrollment.

Daily Attendance Grid Log - Each day a student participates in an educational activity, parents will be asked to go into the parent portal to mark attendance.

Eagle Engagement - Daily engagement "classroom style," aka via Zoom. 40 min daily by the Virtual Art and Music teacher. The class schedule is as follows: 7th & 8th grade 9am-9:40am/TK-2nd grade 10am-10:40am/3rd & 4th grade 11am-11:40am/5th and 6th grade 12:30pm-1:10pm.

Eagle Examiner - Executive Director communication and press kits.

ETL (Excel Teacher Led) Courses- Excel Academy's courses that are offered to students in junior high and high school (or in Eagle Secondary). The courses are virtual in nature and intended to offer students the opportunity to participate in a class setting with a credentialed teacher.

HQT (Highly Qualified Teacher) Content Area Specialist - The HQT Content Area Specialist's ultimate responsibility is to ensure the success of each high school student at Excel Academy. The HQT teacher works closely with the student, parent, and ToR providing single subject expertise in CORE subject areas.

Instructional Funds (IFs) - State funds allotted to each student with which families may request the purchase of approved educational materials and services through Excel Academy's.

Learning Period (LP) - The intervening days between each LP meeting, ranging from (13 - 20) school days.

Master Agreement (MA) - An enrollment agreement between the parent/guardian, school, and ToR which specifies the policies and procedures that must be followed to participate in Excel Academy. An MA signed by all parties, in conjunction with the AoR, is necessary for enrollment in the school.

Progress Improvement Notification (PIN) -Notification to inform students and parents of lack of educational progress.

Teacher of Record (ToR) - The ToR is a single or multiple subject credential-holding teacher who works with his or her assigned family to identify, support, and implement a personalized learning plan for the student on the Personalized Elementary or Personalized Secondary path.

Virtual Path - An academic pathway option for students in 1st-8th grade. In this path, students learn in an online classroom with a group of their peers three days a week, receiving instruction for all core subjects by their assigned teacher. On the other two days of the week, the student will check in briefly with their teacher and will work independently on their school subjects.

Virtual Teacher - The Virtual Teacher is a single or multiple subject credential-holding teacher in the Virtual path. They are the classroom teacher of one specific grade level, teaching all subject areas.

Student Services Department Terms

CCP - Content and Community Provider

EMR- Educational Materials

VCI- Educational Services

OPS- Online Purchasing System. The system used at Excel Academy for ordering educational materials and services.

Red Notes- Individual guidelines for placing orders.

Internal Notes- Notes placed on orders after they have been created. Method for admin and ToRs to communicate about a specific order.

Consumable Items- Items that (A) are under \$30 and/or (B) cannot be reused by another student. Examples include: workbooks, pens, paper, pencils, printer ink, etc.

Non-Consumable items- Items that (A) are over \$30 and/or (B) can be reused by another student. Examples include: Textbooks, CD/DVDs, electronics (laptop, iPad, printer).

Purchase Order Status Terms: Purchase order status refers to the stages of a purchase order from first placement by the family through to the payment of the purchase order.

Pre-Pending- Order has been placed by the parent and is *pending review by the ToR*.

Pending- ToR has carefully reviewed the order to ensure that the items or services being ordered correspond to Excel Academy guidelines and selected “Pending,” OR the ToR has placed the order on behalf of the parent (*orders placed by ToR are assumed to have been carefully reviewed*).

Approved- Order has been reviewed and approved by the Student Services Department.

Processed- Order has been processed by Student Services (for VCI this is on the 20th of the month prior to services) and sent to the CCP for fulfillment. VCI CCP will now be able to view Purchase orders in their OPS portal and process for payment at the end of the month of service. EMR orders will be sent to the CCP for fulfillment and shipping.

Received Partial (EMR ONLY)- ToR has indicated that some, but not all, of the items on the order have been received.

Received Fully (EMR ONLY)- ToR has indicated that all items on the order have been received.

Invoice Matched- Student Services Department has received the invoice from the CCP and matched the order in OPS to match what the CCP is charging.

Methods of Operation

Body of Work

A body of work is 15-20 days of learning, depending on the length of the learning period, in each assigned subject area generated from the ToR-provided Pacing Guide for each core subject/course (see below). All work should be graded or evaluated in some manner by the home educator. At each LP meeting, the ToR will collect a generous sampling from the body of work in each subject/course that is an accurate representation of the student’s mastery and work completed. The ToR will file these samples as proof of student daily attendance and progress.

Student Pacing and the Assessment of Learning

The ToR will provide a pacing guide for all curriculum content in a student’s Course of Study before each LP begins. The student’s assigned ToR will review the body of work completed by the student throughout the LP and engage in academic conversation to confirm content mastery. Progression through the assigned curriculum content will be verified by the ToR on a weekly basis. If a student fails to complete at least 70% of the pacing guide provided by the ToR, they

may be issued a PIN. Final grades assigned at the end of the semester are heavily based on the progress and achievement shown to the ToR.

Attendance Roll Sheet/Grid Log

Along with the assessment and pacing of student work, another responsibility of the ToR is to verify and claim attendance for each LP. Daily attendance is required for each school day a student participates in an educational activity. The ToR will verify that ample work was completed by the student after reviewing the daily attendance claimed, participation in educational activities and the student's work. Following this the ToR and parent/guardian will sign and date the electronic Attendance Grid Log.

Progress Improvement Notification (PIN) and Identified Assignments

In order to remain enrolled at Excel Academy, the responsibilities outlined in the Master Agreement, Independent Study Policy, and Attendance, Progress Improvement Notification, Involuntary Withdrawal Policy, and Civility Policy must be followed. Within these policies, the process for which a student may be involuntarily withdrawn from Excel Academy is outlined. Part of that process includes the issuance of Progress Improvement Notifications (PINs) when a student fails to complete identified assignments key to a student's success in the independent study environment or any other responsibilities outlined in the EACS Handbook, Acknowledgement of Responsibilities, and Master Agreement. These identified assignments include, but are not limited to, completion of assigned work (CORE, ELD, WIN), internal assessments, attendance at mandatory meetings, and other key responsibilities outlined within the Excel Academy Board Policies and EACS Handbook.

Behavior Improvement Plan Process

Excel Academy will issue a Behavioral Improvement Plan for a student if they violate Excel Academy's behavioral standards. The consequence of violating these behavioral standards as outlined in the BIP, may lead to suspension or involuntary withdrawal from Excel Academy.

For students who commit violations such as dishonesty, cheating, disruption, and inappropriate language, a BIP will be issued with consequences individually designed to help restore the individual student back into good standing with the school. These include but are not limited to a family meeting with the Teacher of Record and Administration, reflecting on the violation, writing a letter of apology, rewriting an assignment in question, removal from extra-curricular opportunities, removal from the National Honor Society, and/or an in-school suspension.

For students who commit plagiarism, the first offense will result in a zero on the assignment until the behavior is corrected. For the second offense, the student will be removed from the class and will receive an F in the course. If a student earns an F in a course that is required for

graduation, then they will be required to repeat this course for credit. Any subsequent offenses will be dealt with on a case-by-case manner.

Violations that may result in suspension or immediate involuntary withdrawal are included in the school's charter petition.

Excel Academy has reviewed Education Code Section 48900 et seq., which describes the non charter schools' list of offenses and procedures to establish its procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular instruction. This policy shall serve as EACS's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. EACS staff shall enforce disciplinary rules and procedures fairly and consistently among all students.

Parent Newsletter

One of the main venues of communication to our parents is through our newsletter, sent via the Excel Academy website. Parents often receive time-sensitive communication, information about community events, deadline reminders, and community provider spotlights through the monthly newsletters. ***Please let your ToR know if you are not receiving the monthly newsletter and updates through the Excel Academy website.***

Meeting Types

Attendance Intervention Meeting (AIM)

A meeting that occurs after a student received their second PIN. The purpose of the AIM will be to review the student's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the evaluation for satisfactory progress as defined by the board policy. If the student and parent/guardian elect to stay enrolled, the team will develop an agreement to help support the student to make satisfactory educational progress, including additional resources and supports.

Initial Contact Meeting

Once a ToR has been assigned to a family, he/she will reach out to schedule an introductory meeting. During this meeting, the ToR will explain the school-wide requirements and go over curriculum options. For more information on learning styles and curriculum options, please click [here](#) to visit the Excel Academy website. Parents/guardians must provide their ToR with curriculum choices that cover grade level content standards within 5 days of a student's start date with Excel Academy. If the parent/guardian fails to decide upon curricula that cover grade-level content standards within the 5 day window, the ToR will order the student curricula from Excel Academy's grade-level recommendations.

Learning Period (LP) Meetings

Learning Period (LP) meetings are a critical part of the Personalized paths at Excel Academy. The LP meeting takes place at a mutually agreed upon public location or via Zoom, approximately every 15- 20 school days. During the meeting, the ToR communicates with the student one on one to gather information and knowledge learned throughout the LP. Due to the importance of these meetings, and out of respect for our ToRs, we ask that families keep the agreed upon location and time of their LP meeting, with the exception of unforeseen emergencies. Additionally, parents who cancel, reschedule, or miss LP meetings will be subject to Progress Improvement Notifications (PINs), which may lead to Involuntary Withdrawal. (See our [Outline of Violations that May Result in Involuntary Withdrawal](#)).

Parent-Teacher Conferences

Virtual Path families will not attend Learning Period (LP) meetings. Instead, they will attend two parent-teacher conferences per school year; one will be in the middle of the first semester and the other during the second semester. The purpose of the conferences will be to discuss academy progress and set a positive course for learning. Parents who cancel or miss a parent-teacher conference will be subject to Progress Improvement Notifications (PINs), which may lead to Involuntary Withdrawal. (See our [Outline of Violations that May Result in Involuntary Withdrawal](#)).

Academics

Required Courses for TK-8

- Language Arts
- Mathematics

- Social Studies
- Science
- PE

Curriculum and Education Resources

Excel Academy offers quality curriculum options and an extensive list of content and community providers to assist students in attaining excellence in their educational goals. The ToR and family work together to complete a Course of Study for the student, identify curriculum options that will meet the student's needs, and make sure school guidelines and state standards are met. For more information, please visit our [Content & Community Provider Resources page](#).

Other enrichment courses and activities can be found using our [Content & Community Provider search tool](#). Parents are encouraged to pursue educational choices that best reflect the academic and social needs of their individual student. Students benefit from learning at home and can take supplemental courses offered through approved Content and Community Providers. Please consult with your ToR to determine a course of study that balances the student's academic and extracurricular interests.

California State & Grade-Level Standards

Excel Academy students must show progression towards and mastery of California State Content Standards in order to remain in the school. With the help of an assigned ToR, students will be guided towards the completion of these standards. ToRs will monitor and adjust student progress through the curriculum regularly to ensure completion of the grade-level standards.

ToRs will provide a copy of the grade-level content standards for all students enrolled. Additionally, parents can obtain the subject and course standards directly from the [California Department of Education](#) website.

Observation of Student Educational Activities

EACS staff may observe any enrolled student while engaged in educational activities, with or without prior notice. While this is permitted to occur for any reason deemed appropriate and necessary by EACS administration, the primary functions of observation are to ensure that EACS is providing adequate support to students learning in our non classroom based model, as well as to provide support and evaluative feedback to staff. Observations may occur during any Excel Academy sponsored, funded, or supervised activity including but not limited to virtual meetings, online courses, in-person meetings, enrichment activities, extracurricular activities, and field trips.

PE-Requirements

The physical education requirements are:

- 200 minutes/week for 7-12th grade logs
- 100 minutes per week for TK-6 grade students

Students in grades TK-8 may log their physical activities for each LP on a PE log, or complete an assignment representing the learning which took place. High school students must complete a PE log each month along with a brief, written paragraph.

*Please talk with your assigned ToR for further clarification.

CHYA-California Healthy Youth Act

The California Healthy Youth Act, commonly known as CHYA, is a mandate that requires public schools in the state of California to offer medically accurate, comprehensive sexual health education and HIV prevention to students once in junior high and once again in high school.

For more information on CHYA, please go to: <https://www.cde.ca.gov/ls/he/se/index.asp>.

*If any parent wishes to opt their student out of the CHYA requirement, they may do so with a signed, dated note to their assigned ToR upon enrollment.

Student Athletes

Student athletes who are interested in using Instructional Funds (IFs) toward their sport must maintain their attendance, grades, and comply with the policy set forth.

- Middle school students must be registered for at least 4 academic courses
- High school students must be registered for at least 5-6 academic courses depending on graduation credits needed and subject requirements fulfilled.

All students must:

- Maintain a minimum GPA of a 2.0
- Attend all LP meetings as scheduled
- Be up-to-date on assigned work

If a student athlete finds themselves in academic distress, they will be required to attend an SST meeting. Also, depending on the severity of the situation **IFs may be revoked from being used towards their sport.

High School

Excel Academy offers a personalized approach to learning where parents are encouraged and supported in choosing curricula from the high school catalog that matches their student's needs, expectations, and rigor in each subject area. With guidance and support from the ToR and the

High School Department, parents will be sure to meet California State Standards and provide their student with a relevant course of study for their grade level. Click on [HS Course Curriculum Catalog-22/23](#) to view curriculum choices.

High School Students Admitted 21 days After the School Year Started

All high school students who enroll 21 days after the semester begins will be required to submit in-progress grades from their previous school.

Transferable Grades and Credits

Transfer grades and credits received from previous schools/programs will be accepted and applied as needed to meet Excel Academy's graduation requirements. Transfer students who have met EACS graduation requirements prior to the start of the new school year will be referred back to their current school.

Students leaving EACS before the end of the semester will earn a progress report indicating a grade or percentage earned from the time of enrollment to exit but will not earn credit, OR will earn a report card with earned grade and credit.

Minimum & Maximum Course Policy

The minimum & maximum course policy is in place to ensure academic success.

- The minimum number of courses that high school students can register for is 5-6 courses per semester depending on the student's respective grade level (see graduation track options below for details).
- If a student is participating in concurrent enrollment, then a minimum of 4 high school-level courses must be taken each semester they are registered for a college course.
* 12th graders who have earned 180 credits prior to the start of their senior year, can register for 4 courses per semester, equaling 40 credits for the school year.
- The maximum number of courses high school students can register for is 8 courses per semester including concurrent enrollment.

Adding/Changing/Dropping Courses

Students adding, changing (including curriculum), or dropping a course can only do so within 10 school days of the start of the semester or within 10 school days of enrollment without penalty. 10-day window: **Fall - 9/1/22 - 9/15/22/ Spring - 1/30/23 - 2/10/23.**

See below for further clarification:

- Courses dropped on or before the 10th school day will not show on the transcript.
- Courses dropped after the 10th school day in the first and/or second semester will receive a "W" on the report card/transcript.

- Courses dropped after 10/21/22 for fall semester or 3/24/23 for spring semester will receive a/an “F” on the report card/transcript.

Withdrawals may only be issued to students who hold a minimum of five courses prior to the withdrawal. Seniors carrying five courses may drop to a minimum of four courses as long as they carry sufficient credits to graduate.

Individual CCPs have their own refund policies. Please work with your ToR if you have any questions on this.

Transcripts

Official transcripts should be requested from the Registrar’s office via the [Transcript Request Link](#) at least two weeks prior to deadlines.

Repeated Courses

Only courses in which grades of a D/F are earned may be repeated. The highest grade will be used in the GPA calculation. The *UC only allows a course to be repeated one time for grade replacement*. Please fill out this form and give it to your ToR: [Petition to Retake a Course](#).

Graduation Requirements

Students are eligible for a diploma when all requirements have been met:

English - 40 credits

Math - 20 credits

Science - 20 credits (1 life/1 physical)

History - 30 credits (1 US/1 world/gov/econ)

VAPA/World Language/CTE - 10 credits

PE - 20 credits

Electives - 80 credits

Total to graduate: 220 credits

*1 semester class = 5 credits / 2 semester/1 year = 10 credits

Graduation Track Options

College Prep Track (UC, CSU, Private) CSU Admissions UC Admissions	Customized Graduation Track (Career, Community College, Military, Trade School)
Freshman Year	Freshman Year
10 - English 9 10 - Algebra 1 or Geometry 10 - Biology 10 - World Language year 1 10 - Physical Education	10- English 9 10- Pre-Algebra or Algebra 1 10- Life or Physical Science 10- Physical Education 10- Elective
Minimum 50 Credits	Minimum 50 Credits
Sophomore Year	Sophomore Year
10 - English 10 10 - Geometry or Algebra II 10 - World History 10 - World Language year 2 10 - Chemistry 10 - Physical Education	10 - English 10 10 - Algebra 1 or Geometry 10 - Physical or Life Science 10- Physical Education 10 - World History 10- Elective
Minimum 60 Credits	Minimum 60 Credits
11th Grader	11th Grade
10 - English 11 10 - Algebra II or Trig/Pre-Calculus 10 - World Language year 3 10 - VAPA 10 - Physics 10 - U.S. History	10 - English 11 10 - World Language/VAPA/CTE 10 - U.S. History 10 - Elective 10 - Elective 10 - Elective
Minimum 60 Credits	Minimum 60 Credits
Senior Year	Senior Year
10 - English 12 10 - Academic Elective 10 - Math (<i>not already taken</i>) 5 - Government 5 - Economics 10 - Elective	10 - English 12 5 - Government 5 - Economics 10 - Elective 10 - Elective 10 - Elective
Minimum 50 Credits	Minimum 50 Credits

Total to graduate is 220 credits - All high school core courses will utilize college-prep curriculum for both the College Prep and Customized Track. The customized graduation track prepares students for meeting the minimum graduation requirements while still receiving access to A-G

curriculum options. Families have the ability to work alongside their ToR to build a personalized learning experience and choose from a range of curricular options for their students.

Valedictorian: Student with the highest GPA in their class (after 7 semesters) is eligible to receive the honor of becoming Valedictorian of their graduating class.

Salutatorian: Student with the second highest GPA in their class (after 7 semesters) is eligible to receive the honor of becoming Salutatorian of their graduating class.

College Prep/A-G Explained

For admission to the University of California (UC) or California State University (CSU) systems, a college-preparatory program that prepares students for higher-education is followed. The college-prep track prepares students for college and follows the A-G requirements as put forth by the UC/CSU systems. Students must complete a total of 15 year-long, A-G high-school courses with a grade of C or better—at least 11 of them prior to their senior year. See link: [UC A-G Subject Requirements](#).

Graduating Early: If a student wishes to graduate early, the student's 4-year plan must be reviewed and approved by a School Counselor so that students fully understand the implications of this decision. Students graduating early may require additional credit completion per semester. Any course load above the maximum 8 courses, would require students to complete the remaining courses during summer school. Excel Academy currently does not offer summer school. Students will need to submit summer school transcripts for review and credit completion purposes.

Advanced Course Designation

Eligibility requirements include the following for all below advanced course options:

Student must have a minimum 3.0 GPA

Student must show advanced course readiness in their respective core courses and assessments (such as CAASPP, iReady, Excel Academy assessments, GPA, and report-card grade in respective subject)

ToR recommendation (community provider & online provider recommendations may also be submitted for consideration).

Honors Courses

Honors courses are designed to be more in-depth, challenging, and rigorous. Students may take honors courses with prior written approval. The student may submit the course for approval, by following these steps:

- Student requests to register for an honors course
- ToR completes Survey for Advanced Courses
- HS Department will review each request to verify eligibility.
- If approved, honors courses require a quarterly project
- ToR will assist students in meeting additional honors requirements
- Honors credit will not be issued retroactively
- Up to 8 year-long courses will be eligible for a grade bump.

AP Courses

Students may take AP courses through one of our approved online content and community providers with prior written approval:

- Student requests to register for an Advanced Placement course
- ToR completes Survey for Advanced Courses
- High School Department will review each request to verify eligibility
- Excel Academy high school students who wish to take an AP exam should go through their local public high school or visit collegeboard.org for more information on AP test options.

Although many providers advertise AP courses, similar to A-G, Excel Academy must approve any AP course in order to designate this distinction on the transcript.

Additional Advanced Course Options

For students wishing to complete a year-long course in one semester (i.e. English 9 A/B), they must choose a curriculum from the High School Course Curriculum Catalog with the exception of in-person provider courses or enroll in a concurrent enrollment course.

- Student requests to register for an accelerated course with their ToR
- ToR completes Survey for Advanced Courses
- HS Department will review each request to verify eligibility
- ToR will aid the student in choosing curriculum that would work for this designation or follow process for concurrent enrollment (see College Readiness section below)

For students who are credit deficient, they may request to complete two courses in the same subject simultaneously (i.e. English 9 A/B and English 10 A/B) if summer school is not an option. They must choose a curriculum from the High School Course Curriculum Catalog with the exception of in-person provider courses.

Junior High Students Taking High School Courses

Qualified junior high students may take up to two high school-level courses in either math (Algebra 1 or higher math) and/or world language.

Junior high students may submit the course/s for approval, by following these steps:

- Student requests to take high school math and/or world language course/s with their ToR
- ToR completes the Survey for Advanced Courses
- High School Department will review each request to verify eligibility
- If approved, the high school course(s) will be overseen by the High School Department
- The course(s) will be indicated on the Master Agreement for credits, not weeks
- Any student using any Algebra I curriculum **MUST** be enrolled in an Algebra I course for HS credit, and this **MUST** be noted on the MA
- Algebra 1 or higher math or world language are the only honors courses that a junior high student may take. Students must follow Excel Academy honors requirements for this designation. The GPA will not be weighted.
- **Per the [CA Dept. of Education](#), junior high students who take Algebra 1 or higher math and/or world language courses are still required to complete courses in both the high school math and world language respective and required categories while in grades 9th-12th. Thus, high school-level courses taken in junior high do not count towards the 220 credits required for graduation.**

Junior High Qualifications for High School Courses:

- Students scored at or above grade level on the benchmark exam in language arts for English or qualifying scores in math for high school-level math course/s
- 3.0 GPA (Grade Point Average)
- ToR must complete the ToR Survey for Advanced Courses
- Course/s must be approved by the High School Administration. Middle school students will have to follow the same add/drop policies as high school students (see above policies).

- Transfer junior high students must show proof of current course enrollment from their previous school via their transcript in order to approve a highschool-level course approval.

College Readiness

Community College Courses - Concurrent Enrollment Policy

Students may request concurrent enrollment courses by following these steps:

1. Students and parents/guardians discuss concurrent enrollment options with their ToR.
2. ToR will discuss eligibility requirements which include the following: Students must have a minimum 3.0 GPA for academic courses or a 2.7 GPA for elective/vocational courses. Students must show college readiness in their respective core courses (ie. each community college sets their own prerequisites for determining high-school eligibility).
3. School Counselors will only approve college-level courses which are defined as courses that will earn college credit and are either UC/CSU transferable or applicable to earning an Associate's degree or higher. Courses not receiving credit will not be approved.
4. ToR completes Concurrent Enrollment Course Survey.
5. The High School Department either grants or denies approval for a student to take the requested community college course.
6. High School (9th-12th) students must be enrolled in at least 4 Excel classes (20 credits) per semester at Excel Academy to be considered eligible for concurrent enrollment at a community college. Students may take a maximum of 2 community college classes per semester while concurrently enrolled in Excel Academy. This may include one semester-length course and one interim session or two semester-length courses per semester.
7. Middle school (7th-8th) students interested in taking community college courses are limited to math (PreCalculus or higher math) and/or world language. Please see the [Community College Handbook](#) for grade-level policy per community college.
8. Students must complete and sign the concurrent enrollment form obtained from the community college Admissions office and submit it to the Excel Registrar's office (registrar@excelacademy.education). Please note: The turn-around time for concurrent enrollment approval is 3-7 days depending on wet signature requirements.
9. It is the responsibility of each student to take this signed form back to their respective community college to submit and finalize registration.
10. It is also the responsibility of the student to know the community college's fees, registration, and deadline dates (information can be found on the college's website).
11. If a student's first choice is unavailable and/or if they are unable to register for courses, the student is responsible for informing their ToR and High School Counselor. In this circumstance, students **must** work with their ToR in either finding another course to

add to their Master Agreement or removing the course from their schedule. Students need to be aware that if they are unable to register for a late-start college course, then they will be required to enroll in a late-start accelerated high school course with Excel Academy depending on their minimum course count. If an additional community college course is chosen, students must complete and submit an additional concurrent enrollment form to reinitiate the process.

12. Students must be aware and adhere to all college rules and regulations.
13. In order to confirm the course will transfer to the university of the student's choice, please consult with a Community College Counselor.
14. Per the Community College regulations, only 5% of Excel Academy students can attend a community college during the summer. Priority approval will be given to those needing courses to graduate.
15. Grades from any concurrent enrollment course will not be reflected on the Excel Academy transcript until the official college transcript has been received and verified. Upon completion of the college course, students are required to send an **official transcript** to the Excel Academy Registrar's office. Upon receipt, the high school transcript will be updated to reflect grades/credits earned. Please send all transcript requests to:

Excel Academy Charter School
 ATTN: Registrar Department
 1 Technology Drive, Ste. I-811
 Irvine, CA 92618

College Unit Conversion Policy

Excel Academy uses the following formula for converting college units to high school credits:

- 3-5 unit degree applicable (UC/CSU transferable) college courses = 10 high school credits
- Most PE courses have been excluded or restricted for concurrently enrolled students, but a 1 unit course such as Dance, if approved by the college would = 5 high school PE credits
- Some college policies state that their world language course content is equivalent to two years of high school world language; however, a maximum of 10 high school credits will be given per community college course
- College-level courses will receive a corresponding GPA bump on their transcript
- For a list of community colleges, see our [Community College Handbook](#).

Career Readiness

CTE - Career and Technical Education

Excel Academy offers Career Technical Education (CTE) which provides college preparation and career training for high school students. Career and Technical Education (CTE) is a series of high-school elective courses that provide students with opportunities to explore career pathways and experience hands-on training and education in career fields/sectors that interest them. Students learn workplace competencies that help make academic content more accessible. Each pathway is a two-year program that consists of a concentrator and a capstone course. Students who complete both courses will receive a Completer certification. CTE provides the academic and technical skills, knowledge, and training necessary to succeed in future careers.

CTE offerings:

- Health Science & Medical Technology sector - Health Science pathway
- Marketing sector - Marketing pathway

College Entrance Exam Information

PSAT/NMSQT

The Preliminary SAT®/National Merit Scholarship Qualifying Test is a co-sponsored program by the College Board and National Merit Scholarship Corporation (NMSC). PSAT/NMSQT stands for Preliminary SAT/National Merit Scholarship Qualifying Test. The PSAT is a standardized test that provides first-hand practice for the SAT Reasoning Test™. The NMSQT gives students a chance to enter the National Merit Scholarship Corporation (NMSC) scholarship programs. The PSAT/NMSQT measures critical reading skills, math problem-solving skills, and writing skills. Administrators and teachers are cognizant of testing schedules, so they can assist students by providing appropriate information. Students register for and attend these tests independent of Excel Academy. Please visit collegeboard.org for more information.

SAT/ACT

The SAT Reasoning Test (formerly Scholastic Aptitude Test and Scholastic Assessment Test) and the American College Testing Program (ACT) are standardized tests for college admissions. Most colleges accept either the SAT or ACT exam as part of their admissions process. Students register for and attend these tests independent of Excel Academy. Test dates, registration dates, fees, subject areas tested, practice questions, and scores can be accessed by visiting collegeboard.org for the SAT and actstudent.org for the ACT.

Grading

The grade issued to each student is determined by the course learning environment and overseeing teacher/s. All online and Excel Teacher-Led (ETL) courses will be graded by the course teacher. Any parent-led class will involve collaboration among the parent, ToR, and HQT. See below for further details:

- Online course - the grade will be issued by the online instructor.
- Excel Teacher Led course - the grade will be issued by the Excel teacher.
- Customized course - the grade will be issued by the ToR with collaboration among parent, ToR, and HQT.
- Community College course - the grade will be issued by the college instructor.
- Students taking online classes or classes with an approved CCP need to consult with the online teacher or instructor regarding questions about grades, averages, or course progress. Excel Academy uses a traditional 4.0 scale in determining Grade Point Average (GPA). Credit is only granted for courses that earn a minimum of 60% out of a possible 100%.
- Excel Academy High School Department reserves the right to review final grades with the exception of any non-Excel Academy issued transcript.
- Excel Academy uses a letter-grading system which does not include any Pass/No Pass grades.

Prerequisites

Mastery of a certain body of knowledge is necessary if students are to be successful in their courses. Most commonly, such knowledge is measured by successful completion of the prerequisite courses listed in the course description. “Successful completion” is defined by a grade of “A,” “B,” “C,” or “D” in the prerequisite course. Grades that are not acceptable are “F,” “I,” or “NG.” Although Excel Academy will review incoming grades to reflect a “P” or “NP,” the school does not grant a “P” or “NP” for students enrolled in Excel Academy for the duration that requires a grade be given.

How to Clear a Prerequisite

Students enrolling in a course with a prerequisite will be required to do one of the following:

- Complete the required prerequisite course(s) at Excel Academy with a satisfactory grade that is a grade of “A,” “B,” “C,” or “D.”
- Students must present transcripts from another high school, if applicable, to the School Counselor for a transcript review as soon as possible.
- Transcripts must demonstrate satisfactory completion of the prerequisite course; completion of the course with a grade of “A,” “B,” “C,” “D,” or “P.”

- It is at the school's discretion to accept or deny the request to waive the prerequisite course requirement.

Transfer Credits

Transfer credits are awarded on a case-by-case basis by the School Counselor. Official transcripts are required in order to award credit. Transcript analysis may require research and contact with previous institutions to determine eligibility of transfer credits. International records may require translation and/or evaluation prior to being considered for transfer credits. Costs for translation and external evaluations are sustained by the student.

If a student is given a percentage or provided with a percentage grade upon exiting their previous school, Excel Academy may award the transfer grade by applying a percentage to the amount of work equivalent to what was completed at the previous school. Students who are provided with exit grades without percentages will be awarded a transfer grade equivalent to the amount of work completed at the previous school in accordance with the following scale:

Any A: 90%

Any B: 80%

Any C: 70%

Any D: 60%

Any F: 59%

PE for the High School Student

State law requires 2 years of PE to be completed before a student can graduate. High school students are required to complete 400 minutes of PE every 10 school days (approximately 40 minutes per day). Students must complete a PE log each month (which is available in the Parent Portal), along with a brief, written paragraph. If a student is unable to participate in physical activities, the student can complete an alternative assignment approved by their ToR. If the inability to participate extends beyond 5 days, a doctor's note will be required. Likewise, For students with serious medical issues, a doctor's note must be provided for proof of inability to do traditional PE. Acceptable options would include a written paper on physical activities/exercises and the benefits to the body or a research paper completed on various forms of exercise such as dance, yoga, or a sport of the student's choice. This will be turned in as the sample at the LP meeting as a replacement to the PE Log.

High School Acceptable Sample Requirements:

There are a variety of ways to show academic progress and proper pacing. The ToR will review the body of work and collect a sampling of this work. Final determination on acceptance may be determined by the Highly Qualified Teacher (HQT) and/or the Teacher of Record.

Here are some suggestions:

- A unit test - strongly prefer that it comes from the publisher or course. All assessments must demonstrate high school-level rigor.
- A final draft multi-paragraph essay or paper on a related topic. Paper must follow MLA formatting rules. Papers/essays are required twice a semester.
- A rough draft of an in-progress paper - a final draft is always preferred and cannot use final draft for future sample.
- A lab write-up (science courses only) - must include title, intro/purpose, materials list, method, data, results, analysis, conclusion, and graphs or figures, if applicable. Refer to the [Lab Report Template](#). Labs are required twice a semester.
- A project/presentation showing significant learning and application
- A book report with critical analysis - may not be simple summary
- A written copy of a student-written speech or an oral presentation
- Answers to a section of chapter questions or a chapter review
- A timeline or map that clearly reflects HS level work/detail
- Another high school-level sample as agreed upon by ToR/parent/student in advance

Driver's Education

High School students can take a Driver's Education course by choosing one of the approved high school course curricula for a total of 5 credits. This course prepares students for the writing portion of the driver's permit test; although, completion of the course does not result in a driver's permit. Please note, IFs may not be used for behind-the-wheel instruction, as this is the responsibility of the parent/guardian. Driver's License information can be found at the following link: [CA DMV](#).

Diploma

Students will have the opportunity to display a legal name or a preferred name on a diploma using the intent to graduate form. The school considers the diploma to be a ceremonial document, and thus you may enter a familiar or preferred name to be used in lieu of your name of record for this purpose. However, please be advised that in some situations your diploma may need to be used as a legal document, and the name appearing on your diploma may need to match other legal documents you possess. For further information on this, contact the school Registrar.

Intervention

Excel Academy believes it is imperative that each student is able to access grade-level content. Additionally, the state of California requires every public school to have a *Multi-Tiered System of Supports (MTSS)* in place to help students reach state standards. (Link provided: <https://www.cde.ca.gov/ci/cr/ri/>)

WIN Program

The What I Need (WIN) Program provides quality instruction & progress monitoring to a particular group of students who are performing below grade-level standards. Students are placed in the WIN program based on i-Ready data and ToR proctored assessments. It is important to note that ALL parts of the WIN program are required per the Acknowledgment of Responsibilities signed with the Master Agreement. If students or parents do not participate in the WIN Program, they may receive a Progress Improvement Notification (PIN).

Student Success Team (SST)

The Student Success Team (SST) is a problem solving group that meets to develop strategies and interventions to assist an individual student with academic, and/or behavioral needs. The support provided is individualized for each student. The SST sets goals and holds follow-up meetings to closely monitor student progress throughout the year. If you would like an SST meeting for your student, please reach out to your ToR.

504 Plans

Section 504 is a federal law, which prohibits discrimination against individuals with a disability. This law defines an individual with a disability as anyone who exhibits any of the following conditions:

A mental or physical impairment which substantially limits one or more major life activities. The major life activities include, but are not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, speaking, and/or major bodily functions.

To be covered under Section 504, a student must be between 3 and 22 years of age (depending on the program as well as state and federal law), and must have a disability that *substantially*

limits the child in one or more major life activities or major bodily functions. [34 C.F.R. §104.3(k)(2)]

If you have questions regarding 504 Plans, please contact your ToR or the 504 Coordinator, April Saade at asaade@excelacademy.education.

If a student enters Excel Academy with an existing 504 Plan, the plan will be reviewed and confirmed with the student, parent/guardian, and our team. In addition, all 504 Plans will be reviewed annually to ensure they are current and properly meeting student needs.

Special Education

At Excel Academy, we are committed to serving all students, including those with identified special needs. Special education and related services are available at no cost to enrolled students with Individualized Education Plans (“IEPs”) and include a full continuum of services and supports. We receive guidance regarding special education best practices, policies, and procedures from the Sonoma County Charter SELPA. At any point, if parents/guardians or members of a student’s school team suspect that a disability is impacting a student’s ability to adequately progress within the general education environment, they should contact their ToR for more information regarding the special education referral process.

For more information regarding the Special Education department, please [click here](#) to read the Special Education Handbook.

Certificate of Completion (COC)

Students with identified unique needs related to a significant disability condition are eligible for an alternate High School completion option, per their active Individualized Education Plan (“IEP”). If it is determined by the IEP team that the appropriate High School completion path is a Certificate of Completion (“COC”), the student will be required to meet the following requirements:

1. Three years/six semesters of Language Arts.
2. Two years/four semesters of mathematics. Two years/four semesters of science, including one year each of life and physical sciences.
3. Two years/four semesters of social studies. Two years/four semesters of physical education, unless the pupil has been exempted pursuant to the provisions of EC Section 51241.
4. Three years/six semesters of Employment, Education, and Life Skills.
Five credits (one semester minimum) required in each category.

Assessments

Report Cards

Students in grades TK- 12 will receive report cards to document progress and growth following the end of each semester with Excel Academy. The grades administered on the report card are final as determined by the ToR and the administration.

Grading Scales

TK-5 Students

The 4 – 1 grading scale that Excel Academy implements will give parents a clear understanding of student performance and progress.

4 Exemplary: Student consistently demonstrates an in-depth understanding of the standards, concepts, and skills taught during this reporting period. Student is working above grade level and produces outstanding work with little help or reteaching.

3 Proficient: Student consistently demonstrates an understanding of the standards, concepts, and skills taught during this reporting period. Student is meeting grade-level expectations, and able to complete assignments with appropriate amount of instruction and assistance.

2 Approaching Proficiency: Student is approaching an understanding of the standards, concepts, and skills taught during this reporting period. Student is working towards grade-level expectations. Student requires many tools and reteaching to understand concepts being taught, works at a slower pace, or works slightly below grade level at a faster pace.

1 Non-proficient: Student does not yet demonstrate an understanding of the standards, concepts, and skills taught during this reporting period. Student is working far below grade-level expectations. Student may have difficulty understanding new concepts.

***Please understand that a student who earns a “3” is at grade level and is where he/she needs to be working at this time. A student who earns a “4” is working above grade level and consistently provides excellent work in all areas of the course.**

Grades 6 – 12

Students in grades 6 through 12 will earn grades using the standard A-F scale (see below).
Grades will be specific to the grading scale.

*Outstanding performance in mastery of the subject. Achievement of superior quality.

98 - 100 = A+

93 - 97 = A

90 - 92 = A-

*Consistent performance in achievement beyond the usual requirement. Achievement of high quality.

88 - 89 = B+

83 - 87 = B

80 - 82 = B-

*Performance meets grade-level standards and expectations. Achievement suggests sufficient understanding of the subject/course.

78 - 79 = C+

73 - 77 = C

70 - 72 = C-

*Minimally acceptable performance of course-level material. Achievement suggests below-average understanding.

68 - 69 = D+

63 - 67 = D

60 - 62 = D-

*Achievement is at a level insufficient to demonstrate an understanding of the basic elements of the course and will not count towards graduation requirements.

59 and below = F

State and Local Assessments

Standardized Testing

The California Assessment of Student Performance and Progress (CAASPP) is the state-mandated academic testing program. All charter schools are required to administer the CAASPP as well as other state-mandated assessments such as the ELPAC and PFT (Ed. Code, § 47605(c)(1)). CAASPP is a system intended to provide information that can be used to monitor

student progress on an annual basis and ensure that all students leave high school ready for college and career. Following the spring of each year, individual student test score reports are provided to parents. Student score reports will include an overall score and a description of the student's achievement level for English Language Arts (ELA) and mathematics.

There is no law permitting a parent to opt out of the school's internal assessments, and therefore, students are required to participate in all internal/alternative assessments offered. Students who do not participate in the required assessments will be issued a Progress Improvement Notification (PIN) for each missed assessment. Upon the third Progress Improvement Notification, the student is subject to involuntary withdrawal.

Effective in 2022, when students do not participate in CAASPP testing our charter school will suffer significant penalties when reporting the school's performance measurement on the California state dashboard Students who do not participate in testing will ultimately be assigned the lowest scale score possible which will hinder the overall performance score of the school. Charter Schools who are designated as low performing are subject to non-renewal. Charter schools exist in a performance-based accountability system where they are held accountable for student academic performance. In fact, a charter school cannot continue to exist without collecting data on students' performance on a variety of assessments and indicators. When a charter authorizer or county office of education is evaluating whether to approve and/or renew a school's charter petition, "increases in pupil academic achievement" is the most important factor in the decision. (Ed. Code, §§ 47607(c)(2) , 47607(a)(3)(A).) Therefore, it is important during the revocation and renewal processes for a school to gather as much positive academic achievement data as possible to show progress in student performance. Evaluating graduation, attendance, suspension, and English Learner (EL) reclassification rates are also ways to show student progress. However, student participation and performance on state mandated assessments (CAASPP) is the used method, and results are indicated on the California School Dashboard and System of Support. The CA Dashboard is a powerful online tool to help districts and schools identify strengths and weaknesses and pinpoint student groups that may be struggling (<https://www.cde.ca.gov/ta/ac/cm/>). **Please remember that results and attendance from all state tests are directly tied to school funding per recent LCFE legislation and are an integral part in maintaining partnerships with our chartering school districts. At Excel Academy, our priority is always our students and sustaining longevity in the incredible model we offer to our families.**

If you have any questions, please contact Excel Academy's Assistant Director of Assessment and Special Programs, Jenny Craig at jcraig@excelacademy.education.

English Language Proficiency Assessments for California (ELPAC)

The English Language Proficiency Assessments for California (ELPAC) is aligned with the 2012 California English Language Development Standards. The ELPAC consists of two separate assessments: one for the initial identification of students as English Learners (ELs) and a second for the annual summative assessment to measure a student's progress in learning English and to identify the student's level of English language proficiency (ELP) (cde.ca.gov).

- Grades K-12
- English Learners only
- Test Administration
 1. Initial Identification - When student enrolls with Excel Academy - Dates and Locations TBD (Assessment will be administered by trained proctors.)
 2. Annual Summative Assessment - Beginning in the Spring (Assessment will be administered by trained proctors.)
- Results are provided by the California Department of Education and sent to the school. Once received, parents will receive a letter explaining student score reports. Parents may also access test results through the parent portal.

English Learners (ELs)

ELs are selected for ELPAC testing when the Home Language Survey indicates that their primary home language is a language other than English and are tested during the school year. Please refer to the EL Master Plan, found on the EACS website, for specific details.

- Excel Academy students are in an English Language Mainstream academic program with an English Language Development (ELD) Support Curriculum. Curriculum is supported by CLAD certified teachers. It includes academic language, speaking, listening, writing skills, and exposure to rigorous texts. Live designated instruction is provided by our certificated teachers and attendance is required for all ELs.
- Attendance of ELD Live designated instruction and meeting weekly requirements in online ELD curriculum is required. Progress in assigned ELD curriculum, as well as participation in live designated instruction, is monitored weekly by the ToR. Both the home educator, and the ToR are responsible for ensuring adequate progress in ELD designated instruction and curriculum.
- If students do not meet weekly requirements in ELD Live Instruction and Curriculum, they may receive a Progress Improvement Notification (PIN).

Criteria for Reclassification to Fluent English Proficient (RFEP)

In order to be reclassified to fluent English proficient (RFEP) and exit the EL program, students must meet the following criteria:

- Minimum ELPAC overall score of 4
- Teacher Evaluation
- Parent Approval
- CAASPP - Smarter Balanced and/or Local Assessments can also be used in determining student readiness for redesignation

CAASPP - California Assessment of Student Performance and Progress

California Science Test (CAST) – Computer Based Assessment

- The California Science Test (CAST) is an online test based on the California Next Generation Science Standards (NGSS).
- Participation in the CAST is required for all students in grades five and eight and for the pre-selected high school grades.
- All local educational agencies (LEAs) with eligible students in grades five and eight will administer the CAST. LEAs with eligible students in high school (i.e., students in grades ten, eleven, or twelve) will be pre-selected to participate in the spring assessment. The CAST uses the current California Assessment of Student Performance and Progress test delivery system and will only be administered online (www.caaspp.org).

Smarter Balanced Assessment Consortium (SBAC) – Computer-Based Test

With new state standards, students are working harder, thinking more critically, and applying their learning to the real world. To measure these new standards, educators from states using Smarter tests have worked together to develop new, high-quality tests in English and math for grades 3–8 and 11. Using computer adaptive technology, the tests are customized to every student (smarterbalanced.org).

- Grades 3 - 8 and 11
- ELA and Math – Computer Adaptive Tests (CAT)
- ELA and Math – Performance Tasks (PT)
- CAASPP - SBAC spring testing - Dates and Locations TBD
- Information for the SBAC ELA/MATH/CAST will be emailed to parents in February.
- Technology usage by students is prohibited in the designated testing rooms.
- During testing, cellphones are highly discouraged, and *no* electronic devices are allowed at the test sites, including smart watches.
- If testing in person, parents are notified when students have completed testing by a proctor at the site.
- If testing in person, parents are welcome to stay in the waiting area at most sites, but are not allowed in the testing rooms.
- If testing in person, a Photo ID may be *required* at pick-up.

- If testing in person, siblings picking up students **MUST** be old enough to have a photo ID and must be identified at the time of check-in.
- If testing in person, students may bring water and lunch to testing in a clear bag. Backpacks are not allowed.
- Students will be encouraged to take breaks during testing (i.e. restroom and snack breaks).
- Parents **MUST** review this information with their students.

Testing Resources

For additional information regarding assessments, please refer to Excel Academy's website under *Assessments*. For **CAASPP AND ELPAC practice tests**, please refer to the *Assessment* tab.

Smarter Balanced Assessment Consortium (SBAC) and the California Standards Tests (CAST) for Science

There are four major types of questions that students may see: multiple choice, multiple response, short answer, and performance assessments. We encourage you to explore and discuss the practice tests with your students. Please note that some of the practice tests do not provide answers or a score; however, it does provide your students with the experience of navigating through a sample test session, which is important to practice.

Additional Resources:

- Utilize the i-Ready personalized lessons to strengthen skills and close learning gaps.
- EACS test prep packets are provided to students in grades 3-8, and 11 in ELA and math.
- EACS virtual test prep sessions will be offered in February and March.

Physical Fitness Test (PFT)– California

The PFT provides information that can be used by (1) students to assess and plan personal fitness programs, (2) teachers to design the curriculum for physical education programs, and (3) parents and guardians to understand their children's fitness levels. The program also provides results that are used to monitor changes in the physical fitness of California students. By law (Education Code (EC) Section 60800) public schools are required to administer the PFT annually to all students in grades 5, 7 and 9 (cde.ca.gov).

- Grades 5, 7, and 9
- Dates vary in February through May - Your ToR will provide all necessary information and details regarding testing

- The PFT is administered by ToRs who will provide Excel Academy’s Assistant Director of Assessment and Special Programs with the results for each student tested.
- Students with testing accommodations will have them outlined in their IEPs or 504 Plans.
- If a parent states a student needs additional support, the ToR will need to notify the Assistant Director of Assessment and Special Programs to verify accommodations.

Testing Includes:

1. Aerobic Capacity – One Mile Run
2. Abdominal Strength and Endurance – Curl Up
3. Upper Body Strength and Endurance – Push – Up
4. Trunk Extensor Strength and Flexibility – Trunk Lift
5. Flexibility – Shoulder Stretch
6. Recording of Height and Weight

*The Healthy Fitness Zone standards are available at the following California Department of Education Website: [FITNESSGRAM: Healthy Fitness Zone Charts](#).

i-Ready Benchmark Assessments – Computer-Based Tests

i-Ready benchmark assessments are adaptive diagnostic tests that will indicate mastery and identify learning gaps for students in grades K-11. This required assessment will be proctored virtually in the fall, winter, and spring by the ToRs to provide staff and parents pertinent knowledge to assist with academic support and guidance, and in the spring, to determine growth and goals prior to state testing.

- Test Administration ***(ToRs will send out specific information regarding the available test sessions.)
 - Testing window #1 - Begins on September 1st for ALL K- 11th GRADE STUDENTS
 - Testing window #2 - Begins on November 28th for all *WIN AND SHORELINE STUDENTS (REQUIRED) & THOSE WHO CHOOSE TO TAKE A MID-YEAR ASSESSMENT
 - Testing window #3 - Begins on March 6th for ALL K - 11th GRADE STUDENTS
- The benchmark assessments will be administered virtually by the ToR within the set testing window, unless a different method or timing of administration is required per the student’s active IEP or 504 Plan. Newly enrolled students will be required to take the i-Ready assessments upon enrollment.

- ToRs must make sure each student on their roster (grades K-11) has completed the assessments within the set testing windows. Individualized follow-up lessons will be automatically created for students once the assessments are completed. These lessons are highly encouraged for additional support to promote growth and progress for students scoring in 8th grade or below. Ask your ToR for specific details.
- Students who test without ToR supervision will need to retake the assessment(s).

*iReady requirements for Shoreline and WIN students will be discussed directly with the parent.

Student Testing Participation Requirement

All students currently enrolled in Excel Academy are required to participate in the aforementioned tests (where applicable). **Failure to participate or satisfy assessment requirements will result in PINs being issued to the student.** Alternative paper pencil assessments are subject to be given virtually by the ToRs only if in-person meetings/testing sites are not in place due to the COVID-19 pandemic. Please refer to Excel Academy's PIN Policy.

High School Assessments

Final exams - If a high school course requires a final exam, the ToR will proctor the exam.

Field Trips

Excel Academy offers a wide variety of field trips and community events to currently enrolled students and their immediate family members. Field trips may consist of historical reenactments, plays, musicals, libraries, museum tours, and so much more. Excel Academy's Curriculum Enrichment Coordinator will be working throughout each school year to provide engaging, interactive, and educational opportunities for students and parents to participate in and around their community. Participation on the part of students and parents is optional. Excel Academy does not provide transportation to and from these events. Parents/Guardians must be in attendance with their student(s) on Excel Academy field trips and at events. The out-of-pocket parent/non student sibling/student tickets must be paid during registration. If students are using IFs, the amount will be removed at the close of the registration window.

California Education Code Section 35330(d) *All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion.* **ARTICLE 13. Excursions and Field Trips [35330 - 35332]**

Instructional Funds for Field Trips

Students may use IFs to register for field trips. Your ToR will be notified to pull those funds at a later time. Please take note of the amount that will be pulled and make sure you have funds to cover the trip. If you do not have enough funds, you will need to pay out of pocket or forfeit your spot.

Students who use IFs for field trips must provide evidence of learning to their ToR for that day. This evidence can be used as a work sample for that learning period.

Refunds

There will be no refunds for purchased tickets once the registration and/or deadline has closed, and no late registrations honored. Please reach out to your ToR with any questions regarding field trips and registration deadlines. If a field trip or event is canceled, Excel Academy cannot guarantee a refund nor guarantee the same field trip will be rescheduled. Any refund extended to Excel Academy will be given to families.

Instructional Funds and Content and Community Provider (CCP) Policies

Excel Academy has a list of community providers who deliver an array of products and services to enrolled families. Currently enrolled parents and ToRs are able to request new community providers. Excel does not accept solicitations.

Content and Community Provider (CCP) must complete the CCP application process. For service CCPs who work directly with Excel students, they must complete Live Scan fingerprint background checks and submit proof of commercial liability insurance. Please understand this is an important step to protect your students. If a CCP does not wish to complete all parts of the application, including the Live Scan fingerprint background check and insurance requirements, the application cannot be approved. Families that join Excel Academy have access to the approved CCP list.

Instructional funds (IFs) are dispersed at the discretion of the ToR and the Student Services Department among approved CCPs.

Educational material CCPs provide educational curriculum, books, materials, and supplies for Excel Academy students. Items ordered should be basic in quality and appropriate to the

student's age, grade, and need. IFs depreciate daily depending on the day of actual enrollment and must be used in the same academic year.

Educational services are provided by a CCP Course Instructor. This person(s) or facility provides academic tutoring, supplemental academic classes, art/music lessons, physical education classes, or other supervised/guided instruction. A service order request does not guarantee placement in a CCP's class. The parent must communicate directly with the CCP to ensure the CCP has open spots in a class.

All purchase orders must be created prior to using services or ordering materials. Excel Academy will not reimburse parents directly. If on a *rare* occasion, a CCP agreement has expired or dissolved, Excel Academy cannot pay for services or materials purchased from them. The ToR will notify families who happen to order something from a CCP such as this.

Additional Documents for Parent Use

- [Ordering Guidelines](#)
- [Student Services Department FAQ](#)
- [Parent Purchase Order Training](#)

Find a CCP Near Your Home

Excel Academy has an interactive map tool that allows you to search for CCPs in a specific area. You are able to search by CCP name, subject, or area of service. To view the CCP map, click [here](#).

To use this map follow the simple steps below:

- Enter your search criteria into the appropriate box.
- The list will be populated based on your entry.

Family CCP Agreement

A signed copy of the [Family Content and Community Provider \(CCP\) Agreement](#) must be on file before the family can begin placing purchase orders for services. The ToR will go over the Family CCP Agreement carefully with each parent before signing. The ToR may be asked to produce a copy of the signed Family Content and Community Provider (CCP) Agreement at any time.

Instructional Funds (IFs)

Depending on grade level and date of enrollment, between \$2,200 – \$3,200 will be allotted to each student, with which families can select approved educational materials and services.

Funds may only be used during the school year in which they were allotted and do not carry over from year to year. Use of IFs is up to the discretion of the ToR . Funds are prorated after the first day of the school year.

The IFs are as follows:**Personalized Path**

TK	\$2,200
KN	\$2,500
1st - 8th	\$2,700
High School	\$3,200

The IFs are disbursed in multiple allotments:

TK	\$1100 August, \$550 December, \$550 February
KN	\$1300 in August, \$550 in December, and \$550 in February
1st - 8th	\$1,350 in August, \$675 in December and \$675 in February.
High School	\$1,600 in August and \$1,600 in December.

Virtual Path

1st - 8th	\$1500
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The IF's will be disbursed in multiple allotments:

1st - 8th	\$750 in August, \$375 in December, and \$375 in February
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Criteria for Materials That Can Be Purchased with IFs

Excel Academy receives funding from the state to support student learning and progress toward the standards. Therefore, IFs need to be spent on educational items that meet the criteria below. ToRs will consult with the Student Services Manager for additional clarification on acceptable IF purchases. The list below should not be considered as all-inclusive and Excel Academy reserves the right to the interpretation of the below criteria and to exercise final judgment on how IFs will be used.

General Criteria:

- Educational curriculum ordered is appropriate for the student's courses and learning plan.
- Materials must be used to meet state and school standards for the student for whom the materials are being purchased.
- All materials must be non-sectarian.
- As a general rule, **basic, economical items/models must be selected**. If the student requires a higher-priced, less than basic item/model, a statement from the ToR justifying the purchase may be required.
- School & office supplies adequate for learning basic course skills (paper, pencils, etc).

- Materials for a documented educational project: fabric, wool, yarn enough for one project (exception: no food purchases allowed.) ToRs are responsible for monitoring the quantities of items purchased.
- Educational software to instruct and enhance learning in a subject area.
- Materials must not expose the ToR or student to danger or serious injury.
- Tracking forms & educational plans are required for certain items.
- School sponsored field trips.
- No more than 2 black printer ink cartridges and 1 color ink cartridge per semester.
- 1 toner cartridge per semester.
- Only 2 reams of paper are allowed per semester per student.
- Organizational items if only intended to be used by the student explicitly for the organization of school supplies.

Disallowed Items:

Disallowed Items: (Please see complete list [here](#))

If a ToR inadvertently orders materials from this list, the ToR will collect the materials and return them to school administration.

Disallowed Items by Category:	Household Furniture	Technology	Personal Items	Kitchen	P.E. Equipment	Art	Outdoors	Music	Dangerous Items
	Furniture	Computer Parts	Toys or Items with no educational value	Popcorn Popper	Skis	Epoxy/Resin	Grass Watering Kits	Tuner	Knives
	Storage	Accessories & Software(1)	Personal Hygiene	Trays	Bicycles	Cricuts & Accessories	Garden Ponds	Instrument Stools	Poisons
	Storage containers	Phones	Costumes	Plates	Tricycles	Vinyl	Swimming Pools	Drums	Darts
	Picture Frames	Dictation Equipment	Uniforms	Silverware	Scooters	Heat Transfer Paper	Watering Cans	Electric Guitars	Sharp Items
	Footrest	TV's	Clothes	Food Coloring	Yoga Mats	Wax	Sharp Gardening Kits/Tool Set	Amplifier	Bow & arrows
	Chairs	3D Printers & Filament Refills	Makeup	Basic Kitchen Items	Weights	Wax Stamp Kits	Already grown plants	Cello	Weapons
	Lapdesks	Ink (2)	Jewelry	Kitchen Scale	Gloves	Hot Glue Guns	insect lore (1 per semester)	Harp	Welding Equipment
	Iron	Coding Robots over \$50+	Backpacks	Disposable Gloves	Mitts	Pottery wheels	Bubbles/Bubble Machines	Piano	Explosives
	Bookshelves	VR Goggles	Power Tools	Chef Hats/Hair Nets	Bats	Large Easels		Keyboard over \$75	Weedkiller
	Washer/Dryer		Wrapping Paper	Aprons	Rackets	Dried Flowers			Insect Repellant
			Gift Bags		Helmets				Fertilizer
			Soap Making Kits		Golf Clubs				
			Candles		Paddleboards				
			Fingertip Moisturizers		Gymnastics Equipment				
			Hairspray Bottles		Hockey Equipment				
			Balloons		Pogo Sticks				
			Rolling Whiteboards (3)						
			Household Cleaning Supplies						
			Hand Sanitizers						
			Fidget Toys						
			Rubix Cubes						

- (1) Accessories (ie. Tablet covers) & Software cannot be purchased for non-Excel-owned technology
- (2) Printer ink can only be purchased for an Excel purchased printer (No personal printer ink allowed)
- (3) Whiteboards must be within 48 x 36 inches*****
- Sectarian materials (see below for detailed instructions)

Disallowed Educational Activities

The following activities are examples of disallowed activities that cannot be paid for with IFs since they impose high liability and/or political risk to the school. Community providers who provide the below services will not be approved.

- Scuba Diving
- Skydiving
- Religious or sectarian, services or materials
- Water/Jet Skiing
- Skiing/Snowboarding
- Aircraft-related activities
- Behind the wheel driver's education/training
- Any motorized vehicle operation
- Extreme sports that expose the student to unnecessary risk: outdoor rock climbing, white water rafting, paragliding, etc.

Additional Guidelines for Specific Items

Excel Academy can only purchase the type of supplies that could be found in a brick and mortar public school. We also cannot pay for high priced/overpriced lessons, classes, or materials. Please refer to the [Ordering Guidelines](#) for a detailed list of allowed/disallowed items.

Sectarian Materials

School materials cannot have sectarian/religious content. The Teacher of Record will ensure sectarian/religious materials are not ordered with IFs.

Computer Ordering Policy

Technology Options:

At Excel Academy, we value the use of technology as a powerful educational tool. Therefore, we offer our students a variety of technology options for purchase with IFs. Please be aware that, like all school materials, computers ordered with IFs are property of the school and **must be returned** when a student's enrollment in the school ends.

Technology Policies:

- Environmental waste fees and warranties for school owned computers **must** be purchased with IFs.
- All families must have the [Excel Academy iPad & Laptop Lease Agreement](#) on file with their ToR, **PRIOR** to purchase, to ensure internet safety for students and that internet and computer policies and procedures are followed.

- All accessories and software purchased must be only used for devices issued by Excel Academy. Excel Academy does not assume any liability for accessories and software installed on or used with non-Excel Academy issued devices.
- *Please note that computers don't come with any additional software (e.g. Microsoft Word).
- A list of available technology options may be obtained through your Teacher of Record. All computer orders must be placed according to the options listed on the computer options document.
- One computer or tablet per student TK- 12th grade until the computer is unable to provide adequate support to participate in the educational program and complete assigned work.

Return Policy for Materials Content & Community Providers (CCPs)

An Education Materials CCP is a business that provides curriculum, books, and school supplies. When placing material (EMR) orders, please research and choose wisely with careful consideration. Many CCPs do not accept returns from a school, and funds cannot be returned to individual student accounts. If a return is allowed, shipping costs will be deducted from the student account.

Cancellation Policy

We cannot cancel an EMR order after they are processed and sent to the CCP. Once materials are requested, the Student Services Department will order them and they cannot be canceled. If an order has not been processed and is still in "Pending Status," the ToR can cancel or edit the purchase order in OPS. For VCI orders, CCPs must be notified of cancellation prior to orders being canceled in OPS.

To cancel a purchase order in the prepending stage, you must pull up the purchase order by completing a search. Then click on the drop down menu "**Pending**" and choose "**Canceled**." Then click "**Update Order**." If you don't click "**Update Order**" the order will not cancel.

The VCI Cancellation Policy states that classes must be canceled with two weeks notice given to the content and community provider. Excel Academy will not pay for any missed classes with the content and community provider. **Any content and community provider-specific cancellation policies are the sole responsibility of the parent.**

Backordered Items

If the ordering window has closed, the parent cannot request an alternate item for backordered or canceled items. Please complete your orders well in advance of the deadline.

Ordering Deadline

April 7th, 2023 is the deadline for the parents to get PO requests submitted for review. ToRs will submit all approved orders requests no later than April 28th, 2023. After the deadline, no purchase orders can be submitted. IFs do not roll over from year to year. If the IFs are not used by the deadline, the parent will no longer have access to them.

Work Permits

Students interested in requesting a work permit must comply with Excel Academy's policy.

- Maintain full-time enrollment at Excel Academy (5 or more courses)
- Maintain attendance (attend classes on a regular basis and attend all Learning Period meetings with ToR, etc.)
- Maintain a 2.0 GPA average
- Display acceptable behavior in school and out of school
- Submit all coursework samples on time each Learning Period.

*New students must provide current report cards and/or official transcripts, behavior records, and attendance records from previous school.

General Work Permits:

All students under 18 years of age that would like to obtain a work permit shall follow these directions (not for Entertainment Work Permits, see the directions below for Entertainment Work Permits).

- Parents may print the B1-1 form (Statement of Intent to Employ a Minor & Request for a Work Permit) from their parent portal.
- Parent/student must complete their sections on the document, and then have the employer complete their section, prior to emailing it to Excel Academy for authorization.
- All parent and employer sections must be completed for Excel Administration to review
- Once the document is completed by the above mentioned parties, student will email it to Excel Academy's Registrar office: registrar@excelacademy.education.

*Parents/students must adhere to the state and federal laws that pertain to child labor as well as the school policies mentioned above.

Entertainment Work Permits:

- Application to work in the entertainment industry can be found on the CA Dept. of Industrial Relations website <https://www.dir.ca.gov/DLSE/OnlinePermits.htm>.
- Parent/student must complete their sections on the document and then email it to Excel Academy's Registrar office registrar@excelacademy.education.

- Minimum time for authorized work permits is 4 weeks.

*Parents/students must adhere to the state and federal laws that pertain to child labor as well as the school policies mentioned above.

School Policies, Procedures & Regulations

School Safety Plan

Excel Academy seeks to provide a safe environment for its students, parents, staff, ToRs, and administration. For more information on Excel's emergency procedures and policies, please review our comprehensive safety plan [here](#).

School Communication Responsibilities

It is pertinent that we are able to communicate effectively with our families due to the remote nature of our school. The school requires that all parents reply to communication from Excel Academy staff and Teachers of Records within 48 hours (2 business days). We also require 24 hours notice in the event a parent must cancel an Excel Academy appointment, including but not limited to: LP meetings, IEPs, SPED provider appointments, and Student Success Team (SST) meetings. Please note: Students are allowed two changes to appointments per school year before being subject to a PIN. Additionally, if a student/parent cannot be reached by Excel Academy staff for 10 business days or more, an evaluation will take place to determine whether it is in the best interest of the pupil to remain in independent study. If the evaluation finds that it is not in the student's best interest to remain in independent study, the student may be involuntarily withdrawn. (Please refer to Outline of Responsibilities that May Result in Involuntary Withdrawal section for further details).

Email or voicemail sent to administrative personnel Monday through Thursday between 8:00 am and 5:00 pm Pacific Time (PT) will be addressed within twenty-four (24) to forty-eight (48) business hours of the time it was sent. Email or voicemail sent between 8:00 am and 5:00 pm PT the day before a weekend or holiday will be addressed on the next business day. Email or voicemail sent during non-office hours will be addressed within twenty-four (24) to forty-eight (48) hours of the beginning of the following business day. Instructors who are scheduled to be away during regularly scheduled office hours (for professional meetings or vacation) will post the dates and times of those interruptions at least forty-eight (48) hours in advance and will offer alternative contact information for assistance. Unanticipated absences due to illness or

other emergencies will be reported to the Director who will find suitable alternatives for assistance.

Email Accounts

A valid, working email account is required for all Teachers of Record and parents, and is recommended for students. Parents and students must provide contact information, which can include email, phone number, and mailing address. If a Teacher of Record, student, or parent/guardian's email address, mail address, IM address, or phone number changes, it must be updated with Excel Academy Admissions at admissions@excelacademy.education within five (5) business days. In case of an emergency, it is important that this information is kept current.

Excel Academy offers student email accounts for those who need one. This email account will be available to the student as long as they are enrolled at Excel Academy. Please go to your Teacher of Record to request an email account and he/she will contact the Operations Coordinator to get it set up. For another option, students who need a separate email account from their parents/guardians can sign up for a free account with Yahoo, Gmail, or Hotmail. Please note, however, that Excel Academy does not have any relationship with these third parties, and it is not responsible for the availability or content of marketing or other materials on the above third parties' websites. The providers of the websites may discontinue their free programs at any time at their discretion.

Phone and Text Communication

Social Media and Instant messaging Communication by phone or text/instant messaging should be only for urgent matters and only during the hours of operation (Monday-Friday 8:00 am-4:30 pm.) All informational communication by the school will be through email, the Excel Academy website, and/or social media.

Tone of Contact

Students and parents/guardians must use school appropriate language in communication with Excel Academy employees and peers. Students and parents/guardians will not partake in cyber-bullying or any form of harassment. Students should strive to use appropriate grammar and capitalization in their communications.

Authorized Contacts

At the time of enrollment, a student's parent/guardian is asked to approve any contacts that have authorization to receive performance information about the student. Individuals with authorization are responsible for maintaining current contact information with the school. In accordance with FERPA law, school officials are only authorized to speak to parents/guardians

that are listed at the time of enrollment and who possess educational rights. The Registrar should be notified of any changes in custody or educational rights immediately.

Academic Integrity Policy

Excel Academy considers academic honesty to be one of its highest values. Students are expected to be the sole authors of their work and to exhibit honest behavior and academic integrity. Use of another person's work or ideas must be accompanied by specific citations and references. The purpose of this policy is to create and maintain ethics and integrity in all academic endeavors and to provide our students with an understanding of what is and is not acceptable.

Definition of Plagiarism, Including Academic Dishonesty

The unauthorized use or close imitation of the language and thoughts of another author, and the representation of them as one's own original work.

- All high school students will sign the [Plagiarism Academic Honesty Pact](#).
- All high school students will submit at least two papers each semester to Google Classroom.

Examples of plagiarism and academic dishonesty include, but are not limited to:

- Quoting someone else's words, sentences, paragraphs, or an entire paper without acknowledging the source within the paper or written assignment
- Simply listing your sources in the Works Cited page but not citing them in your writing
- Paraphrasing someone else's ideas, opinions, or thoughts without acknowledging the source
- Only citing a portion of the source; even if only one source is used all references need to be cited
- Copying another student's work, paper, and/or essays and turning it in as your own
- Copying another student's computer file or work and submitting the work as your own
- Buying any completed or partial work written by someone else and using it as your own work
- Copying answers from a teacher's manual rather than using the manual to check answers
- Turning in work that you have done for other classes or writing assignments—this is considered academic dishonesty: you need to turn in original writing for each class
- Any other form of cheating

The above examples represent examples of plagiarism and/or academic dishonesty. Whether a student copies something word-for-word or rephrases the ideas of another student and/or

writer without properly acknowledging the source, both constitute examples of plagiarism. Excel Academy recognizes the accessibility of information and online sources. It is therefore imperative for students to review plagiarism and ensure steps to avoid the use of plagiarism in their writing assignments.

Process for Addressing Incidents of Academic Dishonesty

First incident:

If a student is suspected of plagiarism or academic dishonesty in any course:

- The ToR will confirm the student plagiarized or has been academically dishonest.
- If confirmed, student will receive an F/zero on the assignment in question. The student will be required to redo the assignment by the following Learning Period meeting for a new grade.
- The ToR will consult with school administration.
- A plan will be created to help the student learn about plagiarism and/or academic dishonesty and how to avoid it in the future.
- Student must view webinar on academic integrity shared by the ToR.
- Student will be issued a BIP if the incident is deemed intentional.

Second incident:

If a student is suspected of plagiarism or academic dishonesty in any course for a second time:

- The ToR will confirm the student plagiarized or has been academically dishonest.
- If confirmed, the student will receive an F/zero on the assignment in question. The student will correct the mistake without a grade increase. The zero for the assignment will remain.
- A meeting with ToR, parent, and school administration will be scheduled to explain the severity of the issue, to provide additional support, and to warn student that they will be required to retake the course with a passing grade to receive credit for the course.
- Student will be issued a BIP if this is a second occurrence of either plagiarism or academic dishonesty.

Third incident:

If a student is suspected of plagiarism or academic dishonesty in any course for a third time:

- The ToR will confirm the student plagiarized or has been academically dishonest.
- If confirmed, student will receive an F/zero for the course they plagiarized.
- A meeting with ToR, parent, and school administration will be scheduled.

- Student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.
- Related educational records, including disciplinary records, may be provided to colleges or other school districts where the student seeks to enroll or transfer as permitted in accordance with applicable law.
- A meeting with ToR, parent, and school administration will be scheduled to explain the severity of the issue, to provide additional support, and to warn student that they are in jeopardy of being involuntarily withdrawn from the school.
- Student will be issued a BIP if this is a third occurrence of either plagiarism or academic dishonesty.

Grievance Procedure:

The following procedure is established to ensure that students' or parents/guardians' grievances are addressed fairly by the appropriate persons in a timely manner. The school prohibits discrimination against students/families on the basis of disability, race, creed, color, gender, sexual orientation, national origin, or religion.

If a student or parent/guardian is accused of cheating, inappropriate support or other forms of academic dishonesty and the student or parent/guardian disagrees:

1. The student and parent/guardian will address the school administrator in writing with the reason for the grievance, including why they believe the accusation is not accurate/appropriate.
2. The school administrator will investigate and respond with a written determination within ten (10) working days.
3. If the concern or grievance is not resolved, the student and parent/guardian may, within ten (10) working days, request a review with the governing board.
4. The board shall investigate and respond to the student and parent/guardian within ten (10) school days after the review. The decision of the board will be accomplished by a vote of a simple majority and the decision is final.

*Parents/guardians should contact their ToRs with specific questions, as we want to ensure families are supported throughout the process.

Excel Academy's Parent Proctoring Policy

Excel Academy considers academic honesty and integrity to be one of its highest values. Assessments are an integral part of the individualized learning plan for all students. It is critical that all assessments are completed ***independently*** in order to identify areas of strength and

any potential learning gaps. The purpose of this policy is to create and maintain ethics and integrity in all academic endeavors. Our intent is to provide our students and parents/guardians with guidelines to understand what is and is not acceptable when proctoring at-home assessments.

Cheating (Definitions of Cheating)

- To act dishonestly; practice fraud
- To violate rules deliberately

Testing Dishonesty in Grades TK - 6

- Searching the internet to find answers
- Use of teacher manuals or answer keys
- Anyone other than the student reading test questions or passages
 - If a read-aloud option is provided through the online system, this is permitted
- Hinting at correct answers or elimination of answers
- Discussing the content of the test with the student within the testing window
- Use of a dictionary
- Use of a calculator
- Use of a multiplication chart, hundreds chart, or math cheat sheet of any kind

*If Excel Academy has reason to believe that testing results are not an accurate reflection of the student's abilities, the student may be required to take additional assessments proctored by the ToR.

Testing Dishonesty in Grades 7- 12 (i.e. closed-book quizzes, end of unit tests, mid-term exams, and final exams)

- Use of a calculator when not allowed
- Use of "open-book" testing when not allowed
- Using the internet to find answers
- Use of a dictionary or thesaurus
- Use of teacher manuals or answer keys - if a student's entire test is identical to the answer key, and zero work is shown, the student may be asked to retake the test.
- Providing hints or clues to the correct answer
- Copying, recording, or taking screenshots of any part of an assessment for future reference
- Sharing or making any part of the assessment public

Accommodations for Students with IEPs or 504 Plans

If the student has an IEP or 504 Plan, the Teacher of Record will contact the SPED Case Manager or 504 Coordinator to receive clear directions on accommodations that should be provided. Similarly, Excel Academy will comply with all provisions of applicable law in addressing any student conduct concerns, including cheating.

Internet/Computer System Acceptable Use Policy (AUP)

Excel Academy provides technology resources to its students solely for educational purposes. Through technology, the schools provide access for students and staff to unlimited resources. Expanding technologies provide tremendous opportunities for enhancing, extending, and rethinking the learning process. The goal in providing these resources is to promote educational excellence by facilitating resource sharing, innovation, and communication with the support and supervision of the parent and credentialed teacher.

With this access brings the potential exposure to material that may not hold educational value or may be harmful or disruptive to the student's learning experience.

The purpose of this policy is to ensure that student internet access on school-owned computers will be appropriate and used only for educational purposes, consistent with the acceptable standards of the school.

All computer equipment, programs, supporting materials, and peripherals of any nature which the student receives from the school are loaned to the student for educational purposes only and belong to the school. As a condition of receiving and using any such equipment, the student and parent/guardian acknowledge that there is no right or expectation of privacy whatsoever related to the student's use of such equipment. The school retains the right to monitor, at all times, internet/computer activity accessed by this equipment, review any material stored in files on such equipment, and edit or remove any material which the school staff, in its sole discretion, believes violates the above standards, and terminate the Internet/Computer Agreement of any persons violating the conditions set forth in this policy.

Information services, such as online educational resources provided by the school, may occasionally require new registration and account information to continue the service. This will require the school to give out certain portions of a student's personal information to one or more 3rd party content and community provider(s) required for this requested service, such as login information, etc. Student and parent/guardian signatures of this policy and the use of aforesaid computer equipment or school-provided online resources indicate specific consent to such release of personal information.

Students using the internet shall be closely supervised by the parent. Students and their parents/guardians are ultimately responsible for the materials accessed through the use of student internet accounts. Parents/guardians will be responsible for the supervision of students using the internet.

The California Computer Crime Bill (1979) added section 502 to the Penal Code making it a felony to intentionally access any computer or system or network for certain purposes, including:

- Devising or executing any scheme or artifice to defraud or extort
- Wrongfully control or obtain money, property, or data
- Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network
- Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network
- Knowingly introduces any computer contaminant into any computer, computer system, or computer network

*Anyone committing acts of this kind, or any other actions prohibited by law with school owned computers and/or equipment will face legal action and disciplinary procedures.

It is the intent of this policy to protect students from inappropriate information. However, the staff cannot screen all of the materials available on the internet. Willful access to inappropriate material in any form by students as well as the importation of any material from “outside sources” on school owned computers and/or equipment is a violation of this policy and may result in disciplinary action including, but not limited to, the revocation of school-provided computer and/or equipment and/or discipline, up to and including, expulsion of the student. Students, staff and parents/guardians hold a joint responsibility to ensure that inappropriate material is not displayed or available on any computer.

Parents/guardians will teach the student about internet safety, including how to protect online privacy and how to avoid online predators using resources such as materials available at: <http://www.digitalcitizenship.net>.

Excel Academy has also adopted internet safety policies in accordance with applicable law, including the Children’s Internet Protection Act, which will be provided to parents/guardians.

This policy does not attempt to articulate all required or proscribed behavior by users. Misuse may come in many forms; it is commonly viewed as any transmission(s) sent or received that suggest or indicate pornography, unethical or illegal solicitation, racism, sexism and inappropriate language.

Unacceptable behaviors may include, but are not limited to, the following:

- Using the school funded internet/computer system for illegal, inappropriate, or obscene purposes or in support of such activities.
- Utilizing the school funded internet/computer system for any illegal activity including violation of copyrights or other contracts relating to licensed uses.
- Intentionally disrupting equipment or system performance.
- Downgrading the equipment or system performance.
- Damaging or misusing any hardware or software.
- Utilizing the school's computing resources for commercial/financial gain or fraud.
- Pirating and/or theft of data, equipment, or intellectual property.
- Gaining or seeking to gain unauthorized access to resources or entities.
- Utilizing the system to encourage the use of drugs, alcohol or tobacco or any promotion or attempt to promote any unethical behavior.
- Using harassing, abusive or obscene language.
- Annoying, harassing or intentionally offending another person.
- Introducing computer viruses into the system.
- Forging electronic mail messages or using an access owned by, or used by another.
- Wasting of resources.
- Invading the privacy of others.
- Possessing data in any form (including hard copy or disk) which might be considered a violation of these rules.

Consequences of Non-compliance

As with any other violation of school rules and regulations, consequences of violations may include, but are not limited to, the following:

- Suspension of school funded internet access if provided by school
- Revocation of school funded internet access if provided by school
- Limitations of school funded computer access
- Revocation of school funded computer access
- Disciplinary processes up to expulsion or involuntary withdrawal
- Legal action and prosecution
- Financial liability for loss of internet/computer system

The parent/guardian is responsible to abide by and to ensure the student abides by the provisions and conditions of this policy and that any violations of the above provisions may result in disciplinary action, the revoking of the user account, and appropriate legal action.

The parent/guardian is also responsible to report any misuse of the information system to school administration. All the rules of conduct described in the publication entitled “Internet/Computer Acceptable Use Regulations” apply when on the internet or using the school-owned computer.

Student Freedom of Speech / Expression

Excel Academy believes that free inquiry and exchange of ideas are essential parts of a democratic education. We respect students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

Students shall have the right to exercise freedom of speech and of the press including, but not limited to: (1) use of bulletin boards; (2) distribution of printed materials or petitions; (3) wearing of buttons, badges, and other insignia; and (4) right of expression in official school publications. “Official school publications” refers to material produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The school lead/director or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students’ freedom of expression shall be limited as allowed by Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that so incite students as to create a clear and present danger of the commission of unlawful acts at school-sponsored activities or events, the violation of school rules, or substantial disruption of the school’s orderly operation. The use of “fighting words” or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

Civility Policy

School personnel, parents/guardians, and students are required to be civil in all of their interpersonal school-related interactions. Civility does not require unqualified agreement or conformity of opinion. An expression of disagreement or a discussion of a controversial viewpoint is not uncivil if such expression or discussion is appropriately and respectfully presented and does not disrupt a school-related activity.

For purposes of this policy, to be civil means to act with self-discipline in a courteous, respectful, and orderly way in every interpersonal communication and behavior, either in person, electronically, or online with the goal of providing a safe and harassment free environment for our students and staff while maintaining individual rights to freedom of expression.

Examples of uncivil conduct include, but are not limited to, the following:

- using an inappropriately loud voice
- using profane, vulgar, or obscene words or gestures, and/or online language/images
- belittling, jeering, or taunting
- using personal epithets
- using violent or aggressive gestures or body-language
- repeatedly and inappropriately interrupting another speaker
- repeatedly demanding personal attention at inappropriate times
- purposefully and inappropriately invading personal space
- purposefully ignoring appropriate communications
- wrongfully interfering with another person's freedom of movement
- wrongfully invading another person's private possessions
- any other behavior that inappropriately disrupts school-related activities

In the event that any party is uncivil during a school-related activity, the following steps will occur:

1. **Communicate** - The party experiencing the uncivil behavior will communicate that the behavior is not civil and uncivil behavior must cease immediately.
2. **End Activity/Meeting** - If the uncivil party fails to correct the uncivil behavior as directed, the affected party shall end the activity/meeting.
3. **Referral** - The reporting party shall refer the situation to the school administration with a written summary of the uncivil behavior and how he/she responded.

Determination - If it is determined that uncivil behavior occurred, proper disciplinary action will be taken, which may include suspension or expulsion.

Bullying Policy

Excel Academy recognizes the harmful effects of bullying, hazing, or other behavior that infringes on the safety and well-being of students or interferes with learning or teaching. We desire to provide a safe school culture that protects all students from physical and emotional harm. Student safety is a top priority, and the school will not tolerate discrimination, harassment, intimidation, or bullying of any kind of any student.

“Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

“Electronic act” means the creation or transmission of a message (*e.g.*, a text message, sound recording, video, image, social media post, etc.) by means of an electronic device, including, but not limited to, a telephone, computer, tablet, pager, or other communication device.

Bullying that occurs outside of school but negatively impacts the school environment or ability of a student to perform in school is considered bullying. Violations of our zero tolerance policy on bullying will result in a BIP and may lead to discipline up to and including suspension and/or expulsion.

Substance Abuse

Excel Academy does not tolerate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related paraphernalia by students while engaged in school-sponsored educational activities or events. School administrators are required to take immediate action to prevent, discourage, and eliminate the illegal use, possession, or sale of drugs, alcohol, tobacco, or related paraphernalia while engaged in school-sponsored educational activities or events. Students found in violation will receive a BIP and are subject to discipline, up to and including suspension and/or expulsion.

Smoking and the use of all tobacco products, including the use of electronic nicotine delivery systems such as e-cigarettes is prohibited on all Excel Academy property, including any owned or leased buildings and in school vehicles, at all times by all persons, including employees, students, and visitors.

Child Abuse Reporting

Teachers, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency. (Pen. Code, § 11166.)

Independent Study Policy

Excel Academy Charter Schools, which operates Excel Academy Charter School – Helendale and Excel Academy Charter School – Warner (collectively, “EACS” or “Charter School”) offers independent study to meet the educational needs of all students enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. EACS shall provide appropriate existing services and resources to enable students to complete their independent study successfully.

The following written policies have been adopted by the Board of Directors for implementation at the Charter School:

1. For students in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be twenty (20) school days.
2. An evaluation shall be completed to determine whether it is in the best interest of the student to remain in the independent study under the following circumstances:
 - a. In the event that a student misses three (3) assignments during any period of twenty (20) school days.
 - b. In the event the students educational progress falls below satisfactory levels as determined by the Charter School Satisfactory Educational Progress Policy and procedure which considers All of the following indicators:
 - i. The pupils' achievement and engagement in the independent study program, as indicated by the pupils' performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts as determined by the supervising teacher.
 - iv. Progress toward successful completion of the course of study or the individual course, as determined by the supervising teacher.

The evaluation will be documented in the attendance record and learning record documents and will be maintained as mandatory interim student record which shall be maintained for a period of

three years from the date of evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to the school.

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

4. The Charter School has adopted tiered reengagement strategies for the following:

- a. Pupils not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of a local educational agency's approved instructional calendar;
- b. Pupils found not participatory in synchronous instructional offerings for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span;
- c. Pupils who are in violation of the written agreement pursuant to Education Code 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil;
- b. Notification to parents or guardians lack of participation within one school day of the recording of a non-attendance day or lack of participation;
- c. A plan for outreach from the school to determine pupil needs including connection with health and social services as necessary;
- d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
- e. An Attendance Intervention Meeting (AIM) will be held once a student receives a second Progress Improvement Notification (PIN) to determine if it is in the best interest of the student to remain in independent study. The meeting shall include a review of the pupil's written master agreement, and reconsideration of the independent study program's impact on the pupil's achievement and well-being. If the student and parent/guardian elect to stay enrolled, the team will develop an agreement to help support the student to make satisfactory educational progress,

including additional resources and supports.

- f. If the student continues to make unsatisfactory educational progress, then a third Progress Improvement Notification (PIN) will be given and an internal evaluation will be conducted to determine whether it is in the best interest of the student to remain in independent study. If the evaluation finds that it is not in the student's best interest to remain in independent study, the student may be removed in accordance with the process outlined in Board Policy 6115 on Attendance, Progress Notification (PIN) and Involuntary Withdrawal.

5. The following plan shall be in place in accordance with Education Code Section 51747 (e) to provide opportunities for both synchronous interaction and live interaction:

- a. Pupils in all grades Tk-12 will have access to their teacher or teachers of record (as designated by Education Code Section 51747.5) for synchronous instruction opportunities as outlined in Education Code Section 51747(e) between the pupil and a Charter School employee or employees for the purpose of maintaining school connectedness. This interaction may take place in person, or in the form of internet or telephonic communication.
- b. For pupils in Transitional Kindergarten through grade 3, inclusive, opportunities for daily synchronous instruction will be provided for all pupils throughout the school year by their teacher or teachers of record.
- c. For pupils in grades 4 to 8, inclusive, opportunities for both daily live interaction (by a Charter School employee) and at least weekly synchronous instruction (by their teacher or teachers of record) will be provided for all pupils throughout the school year.
- d. For pupils in grades 9-12, inclusive, opportunities for at least weekly synchronous instruction will be provided for all pupils throughout the school year by their teacher or teachers of record.

6. The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: the Charter School will assist the student and family with enrollment in the school district of residence.

7. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:

- a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a pupil's

parent or guardian regarding a pupil's academic progress.

- b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
- c. The specific resources, including materials and personnel, which will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. The student will always be eligible to return to his/her school district. The Charter School will assist with the transition of pupils whose families wish to return to in person instruction from independent study expeditiously, and, in no case, later than five instructional days.
- i. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- j. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, prior to the

commencement of independent study, by the student, the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.

- i. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

The Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter School's Act and the State Board of Education regulations adopted thereunder.

The Executive Director may establish regulations to implement these policies in accordance with the law.

Outline of Violations that May Result in Involuntary Removal

Attendance

Regular attendance is very important to the success of both your student and our school. Charter schools are funded based on “average daily attendance” or ADA. “Attendance” means when a student is engaged in educational activities required of them by the school, on days when school is actually taught. (5 C.C.R. 11960(a).)

Since our schools are non-classroom-based instructional programs, ADA is calculated based on the work completed by the student on school days and submitted by the due dates established in the independent study Master Agreement. The assigned teacher subsequently assesses the student’s work to determine whether the time value ascribed to the assigned educational activities amount to a full day of attendance. It’s important to stick to a regular work schedule/calendar so your student can clearly identify daily engagement each school day in required educational activities to an extent sufficient to constitute at least one day of time value. When determining the time value of a student’s work, the teacher will consider each student individually and may adjust the assignments accordingly.

In California, each person between 6 and 18 years of age, unless otherwise exempt by law, is required to attend school full-time with regular and punctual attendance, and schools are required to enforce this compulsory attendance law (See Ed. Code, § 48200 *et seq.*) A student’s failure to complete assignments on-time may subject the student to discipline, removal from the program, and/or being classified as truant and reported to the proper authorities. Please review the detailed Attendance, Progress Improvement Notification (PIN) and Involuntary Withdrawal policy found in the EACS Handbook.

Behavior

Excel Academy takes behavior violations seriously and will not tolerate inappropriate behavior. Students who cheat, cause disruption in Excel Academy classes or events, use inappropriate language, demonstrate dishonesty, or plagiarize will receive a Behavior Improvement Plan (BIP) and are subject to consequences such as failing a class. Repeat offenses of these violations may result in involuntary withdrawal.

A student may be suspended or expelled for prohibited misconduct if the act is related to school

activity or school attendance occurring at any time. A list of these offenses are outlined in Education Code Section 48900 et seq., and are detailed in Excel Academy's charter petition.

Governing Board Policies

In addition to attendance, the parent and student must abide by all board approved policies.

These policies include, but are not limited to:

- The Academic Integrity Policy
- The Civility Policy
- The Acceptable Use Policy

The complete list of all Board-approved policies as well as how to access them may be found at <https://excelacademy.education/our-board/board-policies>

Acknowledgement Of Responsibilities (Personalized Path)

I, the student, agree to:

- The terms as outlined in the Master Agreement.
- Complete coursework as outlined in the Master Agreement and as assigned by the credentialed Teacher of Record (ToR).
- Conduct myself in a respectful, responsible, and safe manner at all Excel Academy functions, including virtual forums. I understand that my participation in school functions is a privilege which can be revoked if my behavior is not acceptable.
- Attend all required meetings scheduled throughout the school year. If virtual, attend the meeting with my camera on and engage with those in the meeting.
- Arrive promptly and come prepared to each Learning Period (LP) meeting with the body of work assigned by your ToR in the pacing guide/AWR. The work should be complete and legible, with clear feedback/grades provided.
- Complete intervention requirements (WIN, ELD, and other), if assigned.
- Complete English Language Development (ELD) curriculum, if assigned.
- Stay on pace to complete my assignments each week. Should I need additional support, request it from my ToR.
- Complete all required assessments, including the following: CAASPP (ELA, math, and science) , i-Ready Diagnostic Assessments, grade-level paper/pencil benchmark assessments, Physical Fitness Testing (PFT), Initial and Summative ELPAC assessments, Algebra 1 Readiness Assessment (students entering Algebra I only), intervention assessments, and course assessments.
- Participate in a full academic school day, with the following average hours as guidelines: Tk-K: 4 hour school day, Grades 1st -8th 5 hour school day, Grades 9th-12th 6 hour school day

** Failure to complete mandated school-wide assessments may result in Progress Improvement Notifications (PINS) being issued. Please see the Parent Handbook for a description of the Progress Improvement Notification (PIN) process.*

I, the parent/guardian agree to:

- Prompt, timely, and effective communication with my ToR within 24-48 hours school days of being contacted.
- Provide any necessary documentation or information to the school in order to record attendance in compliance with applicable law.
- Provide the school with all required documentation for continued enrollment, such as proof of residency.
- Ensure the student's coursework aligns with grade-level content standards, including all necessary components of each subject area. If the ToR finds that the student's course of study is missing key content standards and provides additional assignments/curriculum, the parent is responsible to ensure that content is covered.
- The daily teaching, monitoring, verification, and assessment of all subjects/courses outlined in the Master Agreement.
- Attend LP meetings at a mutually agreed upon location with all necessary paperwork, including the body of work for each subject/course assigned on the pacing guide..
- Be responsible for the adequate academic progress of my student as determined by the ToR.
- Provide submitted work samples upon request every 5 school days to the ToR or administrative staff at Excel Academy.
- Attend all LP meetings during the designated LP week scheduled by the ToR. If a make-up meeting is scheduled by the parent/guardian, it needs to take place within 5 school days of the original meeting. Parents/guardians that reschedule more than twice per calendar year may be subject to a Progress Improvement Notification (PIN).
- Attend all required school meetings with the student, including but not limited to, Learning Periods, high school planning, SST, 504 Plan, etc., on time and as scheduled, notifying school personnel at least 24 hours prior if cancellation or change is necessary.
 - Failure to do so for a period of 5 school days or more, will result in a Progress Improvement Notification (PIN).
 - If any school meeting is held virtually, I agree to show my face and my student's face on camera during the meeting.
 - Utilize the pacing guide provided by the ToR. The ToR will base the amount of learning that took place during the Learning Period (LP) off of the provided pacing guide.
- Acknowledge that if my student takes an ETL course, they must attend with their camera turned on. Any communication in the chat will be on topic, follow school policies, and be appropriate for the school setting.
- Monitor my student's behavior in all school related classes or activities.

- Support my student in completing intervention requirements (WIN or other), if assigned.
 - Failure to complete interventions for a period of 5 school days or more, can result in a PIN.
 - Complete mandated school-wide assessments such as: CAASPP (ELA, math, and science), i-Ready Diagnostic Assessments, grade-level paper/pencil benchmark assessments, PFT, Initial and Summative ELPAC assessments, Algebra 1 Readiness Assessment (students entering Algebra I only), intervention assessments, and course assessments.
- Provide Excel Academy with in-progress grades if my student enrolls 20 days or more after the start of the semester and understand that in progress grades will be combined with grades earned at the previous school to award the final semester grade.
- Conduct myself in a respectful, responsible, and safe manner at all Excel Academy functions. I understand that my participation in school functions is a privilege which can be revoked if my behavior is not acceptable.
- Provide transportation to my student's scheduled meetings and school assessments.
- If my student is a designated English Learner, the student will complete the ELD curriculum and ELPAC (English Learner Proficiency Assessments for California), as required by law.
- If my student uses instructional funds for tutoring services, the tutor input does not supersede my responsibility for the day-to-day instruction and progress monitoring of my student.
- Acknowledge and understand approved PO requests for VCI courses/classes are approved for participation only on instructional days during the current school year.
- Request support from my student's assigned ToR when needed.
- High school students or students taking high school-level coursework must actively attempt and complete at least 25 credits per semester (20 credits at Excel Academy if the student is participating in concurrent enrollment).
- Upon disenrollment, involuntary withdrawal, or the designated due date, all school purchased materials will be returned to Excel Academy. All materials are the property of Excel Academy and are on loan to the student while enrolled at Excel Academy. If any materials are damaged or lost, I may be required to pay the full replacement costs of such items.
- The charter school has an obligation to provide a Free Appropriate Public Education (FAPE) to every student with an Individualized Education Program (IEP). If my student has an IEP and does not access the special education and related services as outlined in the IEP, the charter school will contact me to schedule an IEP team meeting. The IEP team will discuss the reasons for missed or canceled sessions as they relate to the students unique needs. Parent participation is expected to address the students' access to necessary supports and services.

** Teacher of Record responsibilities are outlined in the Student/Parent Handbook*

We, the undersigned, read, understand, and agree to comply with all agreements and policies located in the parent/student handbook.

We, the undersigned, read, understand, and voluntarily agree to the terms and conditions of this Independent Study Acknowledgement of Responsibilities Agreement. Our signatures below indicate that we understand and accept our responsibilities in relation to this document.

Acknowledgement Of Responsibilities (Virtual Path)

I, the student, agree to:

- The terms as outlined in the Master Agreement.
- Complete coursework as outlined in the Master Agreement and as assigned by the credentialed teacher.
- Attend all required classes, conferences and meetings scheduled throughout the school year with my camera on and engage with those present in the meeting. Arrive promptly and come prepared each school day to submit or complete assignments as directed by the classroom teacher. Submitted work should always be complete and legible.
- Complete intervention requirements (WIN, ELD, and other), if assigned.
- Complete English Language Development (ELD) curriculum, if assigned.
- Stay on pace to complete my assignments each week. Should I need additional support, request it from my teacher.
- Complete all required assessments, including the following: CAASPP (ELA, math, and science) , i-Ready Diagnostic Assessments, grade-level paper/pencil benchmark assessments, Physical Fitness Testing (PFT), Initial and Summative ELPAC assessments, Algebra 1 Readiness Assessment (students entering Algebra I only), intervention assessments, and course assessments.
- Participate in a full academic school day, with the following average hours as guidelines: Grades 1st -6th 5 hour school day.
- Conduct myself in a respectful, responsible, and safe manner at all Excel Academy functions. I understand that my participation in school functions is a privilege which can be revoked if my behavior is not acceptable.

** Failure to complete mandated school-wide assessments may result in Progress Improvement Notifications (PINS) being issued. Please see the Parent Handbook for a description of the Progress Improvement Notification (PIN) process.*

I, the parent/guardian agree to:

- Prompt, timely, and effective communication with my child's teacher within 24-48 hours school days of being contacted.

- Provide any necessary documentation or information to the school in order to record attendance in compliance with applicable law.
- Provide the school with all required documentation for continued enrollment, such as proof of residency.
- The daily support of the monitoring, verification, and assessment of all subjects/courses outlined in the Master Agreement.
- Attend two scheduled conference meetings at a mutually agreed upon time and location with all necessary paperwork.
- Be responsible for supporting the adequate academic progress of my student as determined by the teacher. Provide submitted work samples, upon request of the teacher or administrative staff at Excel Academy.
- Attend all scheduled meetings throughout the school year as scheduled by the teacher and/or staff at Excel Academy. If a make-up meeting is scheduled by the parent/guardian, it needs to take place within 5 school days of the original meeting. Parents/guardians that reschedule more than twice per calendar year may be subject to a Progress Improvement Notification (PIN).
- Attend all required school meetings with the student, including but not limited to, conferences, , SST, 504 Plan, etc., on time and as scheduled, notifying school personnel at least 24 hours prior if cancellation or change is necessary.
 - When any school meeting is held virtually, I agree to show my face and my student's face on camera during the meeting.
 - Utilize the lessons and resources provided by the teacher. The teacher will base the amount of learning that took place during the Learning Period (LP) from participation and work completed.
 - Failure to do so for a period of 5 school days or more, may result in a Progress Improvement Notification (PIN).
- Monitor my student's behavior in all school related classes or activities.
- Support my student in completing intervention requirements (WIN or other), if assigned.
 - Failure to complete interventions for a period of 5 school days or more, can result in a PIN.
 - Complete mandated school-wide assessments such as: CAASPP (ELA, math, and science), i-Ready Diagnostic Assessments, grade-level paper/pencil benchmark assessments, PFT, Initial and Summative ELPAC assessments, Algebra 1 Readiness Assessment (students entering Algebra I only), intervention assessments, and course assessments.
- Provide Excel Academy with in-progress grades if my student enrolls 20 days or more after the start of the semester and understand that in progress grades will be combined with grades earned at the previous school to award the final semester grade.
- Conduct myself in a respectful, responsible, and safe manner at all Excel Academy functions. I understand that my participation in school functions is a privilege which can be revoked if my behavior is not acceptable.

- Provide transportation to my student's scheduled in person meetings and in person school assessments.
- If my student is a designated English Learner, the student will complete the ELD curriculum and ELPAC (English Learner Proficiency Assessments for California), as required by law.
- If my student uses instructional funds for tutoring services, the tutor input does not supersede the day-to-day instruction by the teacher or parent support provided to monitor progress.
- Request support from my student's assigned teachers as needed.
- Upon disenrollment, involuntary withdrawal, or the designated due date, all school purchased materials will be returned to Excel Academy. All materials are the property of Excel Academy and are on loan to the student while enrolled at Excel Academy. If any materials are damaged or lost, I may be required to pay the full replacement costs of such items.
- The charter school has an obligation to provide a Free Appropriate Public Education (FAPE) to every student with an Individualized Education Program (IEP). If my student has an IEP and does not access the special education and related services as outlined in the IEP, the charter school will contact me to schedule an IEP team meeting. The IEP team will discuss the reasons for missed or canceled sessions as they relate to the students unique needs. Parent participation is expected to address the students' access to necessary supports and services.

** Teacher of Record responsibilities are outlined in the EACS Handbook*

We, the undersigned, read, understand, and agree to comply with all agreements and policies located in the parent/student handbook.

We, the undersigned, read, understand, and voluntarily agree to the terms and conditions of this Independent Study Acknowledgement of Responsibilities Agreement. Our signatures below indicate that we understand and accept our responsibilities in relation to this document.

Progress Improvement Notification Procedures

First Progress Improvement Notification (PIN)

If a parent or student fails to meet the responsibilities outlined in the Master Agreement, Acknowledgement of Responsibilities (AOR), or Independent Study Policy, the school will send a letter to the parent/guardian informing the family that the student/parent has failed to meet the minimum standards of independent study and/or the governing Board policies. The letter

will include the reason for the notification so the parent/guardian and student are aware that they are not fulfilling their responsibilities with the school.

If the reason for the notification is that the student failed to complete an identified assignment outlined in the PIN letter, per the credentialed ToR, the student must complete the assignment. Verification of completion of the identified assignment is required to ensure the student is making progress and meeting their goals.

If the reason for the notification is that the parent/guardian or student did not attend a Learning Period meeting, a follow-up Learning Period meeting must occur within five school days.

Second Progress Improvement Notification (PIN) - Attendance Improvement Meeting (AIM)

If a parent or student fails to meet the responsibilities outlined in the Master Agreement, Acknowledgement of Responsibilities (AOR), or Independent Study Policy for a second time within the same school year, the school will send a letter to the parent/guardian informing the family that the student has failed to meet the minimum standards of independent study and/or the governing Board policies. The letter will include the reason for the notification so the parent/guardian and student are aware that they are not fulfilling their responsibilities with the school.

If the reason for the notification is that the student failed to complete an identified assignment outlined in the PIN letter per the credentialed ToR, the student must complete the assignment. In addition, an Attendance Intervention Meeting (AIM) may be held with the school's educational team within ten days. The purpose of the AIM will be to review the student's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the evaluation for satisfactory progress as defined by the board policy. If the student and parent/guardian elect to stay enrolled, the team will develop an agreement to help support the student to make satisfactory educational progress, including additional resources and supports.

If the PIN was issued due to a missed LP meeting, a follow-up meeting must occur within five school days of the missed meeting. This meeting will take place to ensure the student has begun making satisfactory progress. If the parent/guardian or student does not attend the scheduled Attendance Intervention Meeting (AIM), the meeting will be held with the teacher and school designee.

If the student is served under a Section 504 Accommodation Plan and the Attendance Intervention Meeting (AIM) suspects that the area identified for improvement in the PIN may be related to the student's disability, a Section 504 meeting may be scheduled in lieu of an Attendance Intervention Meeting (AIM).

If the student has an IEP and the IEP team determines that the area identified for improvement in the PIN may be related to the student's disability, a second PIN IEP meeting may be held to determine if the student's IEP supports or services require adjustments in order to address the area of improvement.

Third Progress Improvement Notification (PIN) - Internal Evaluation

If a parent or student fails to meet the responsibilities outlined in the Master Agreement, Acknowledgement of Responsibilities (AOR), or Independent Study Policy for a third time within the same school year, the school will send a letter to the parent/guardian informing the family that the student has failed to meet the minimum standards of independent study and/or the governing Board policies. The letter will include the reason for the notification so the parent/guardian and student are aware that they are not fulfilling their responsibilities with the school.

When any student fails to complete three (3) identified assignments (or fails to meet the responsibilities in the Master Agreement, Acknowledgement of Responsibilities (AOR), or Independent Study Policy three times) in a school year, the Principal or designee shall conduct an internal evaluation determine whether it is in the best interests of the student to remain in independent study. If the evaluation finds that it is not in the student's best interest to remain in independent study, the student may be removed in accordance with the process outlined below.

If the student is an identified special education student with an active IEP, the IEP team will support discussions to determine if the area identified for improvement in the PIN may be related to the student's disability. An additional IEP meeting may be held to discuss the PIN and determine if the student's IEP supports or services require adjustments in order to address the area of improvement.

Behavior Improvement Plan Procedure

Excel Academy will issue a Behavioral Improvement Plan for a student if they violate Excel Academy's behavioral standards. The consequence of violating these behavioral standards as outlined in the BIP, may lead to suspension or involuntary withdrawal from Excel Academy.

For students who commit violations such as dishonesty, cheating, disruption, and inappropriate language, a BIP will be issued with consequences individually designed to help restore the individual student back into good standing with the school. These include but are not limited to a family meeting with the Teacher of Record and Administration, reflecting on the violation, writing a letter of apology, rewriting an assignment in question, removal from extra-curricular opportunities, removal from the National Honor Society, and/or an in-school suspension.

For students who commit plagiarism, the first offense will result in a zero on the assignment until the behavior is corrected. For the second offense, the student will receive an F/zero on the assignment in question. The student will correct the mistake without a grade increase. The zero for the assignment will remain. For the third offense, the student will be removed from the class and will receive an F in the course. If a student earns an F in a course that is required for graduation, then they will be required to repeat this course for credit. Any subsequent offenses will be dealt with in a case-by-case manner.

Violations that may result in suspension or immediate involuntary withdrawal are included in the school's charter petition.

Excel Academy has reviewed Education Code Section 48900 et seq., which describes the list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular instruction. This policy shall serve as EACS's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. EACS staff shall enforce disciplinary rules and procedures fairly and consistently among all students.

Involuntary Withdrawal

No student shall be involuntarily withdrawn by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to withdrawal the student no less than five (5) schooldays before the effective date of the action ("Notice of Involuntary Withdrawal"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Notice of Involuntary Withdrawal shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action.

If a hearing is requested, both the parent/guardian and the student have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of the

hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder shall receive a copy of the Charter School's hearing process.

If the parent/guardian is nonresponsive to the Notice of Involuntary Withdrawal, the student will be disenrolled as of the effective date set forth in the notice and the notice will be sent to the student's last known district of residence within thirty (30) days.

An evaluation decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should violation of identified assignments continue or re-occur.

Special Education Students

A PIN IEP will be held after a total of five (5) combined incidents of no-shows and/or AOR violations resulting in the issuance of a PIN to the student. During the PIN IEP meeting, the IEP Team will discuss the reasons for no-shows/missed services and/or AoR violations and will conduct a team review of the student's current IEP in order to consider available options.

Change of placement for a current special education student, or eligibility determination for a child suspected of being a student with a disability, will be addressed by the IEP team. No student who is known to have a disability condition will be recommended for removal from the current placement unless 1) a Manifestation Determination IEP meeting is convened according to law and 2) it is determined at that meeting that the concerns warranting removal are not a manifestation of the student's disability.

For more detailed information, please refer to the EACS Special Education PIN Process Policy.

Suspension/Expulsion Procedures

For Excel Academy students within Helendale School District or Warner Unified School District please refer to the suspension policy outlined in our charter petition. A copy will be made available upon request.

As to students with special education needs, discipline will be taken, where appropriate, in conformance with applicable law.

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the school receives a request for access.
2. Parents or eligible students should submit to the program lead/director a written request that identifies the records they wish to inspect. The program lead/director will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
3. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.
4. Parents or eligible students who wish to ask the school to amend a record should write the program lead/director, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
5. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.
6. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. For this purpose, a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational

interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

7. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that processes FERPA complaints are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student:

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met.
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34.
- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the CDE. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid,

determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.

- To state and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38.
- To organizations conducting studies for, or on behalf of the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
- To accrediting organizations to carry out their accrediting functions.
- To parents of an eligible student if the student is a dependent for IRS tax purposes.
- To comply with a judicial order or lawfully issued subpoena.
- To appropriate officials in connection with a health or safety emergency, subject to §99.36.
- Information the school has designated as "directory information" under §99.37.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. The primary purpose of directory information is to allow the school to include information from your child's education records in certain school publications.

Examples include:

- A playbill, showing your student's role in a drama production
- An annual yearbook
- Honor roll or other recognition lists
- Graduation programs

Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. If you do not want the school to disclose any or all of the types of information designated below to outside organizations as directory information from your child's education records without your prior written consent, you must notify the school and "opt out" of the directory.

Any and all of the following items of directory information relating to a student may be released to a designated recipient unless a written request is on file to withhold its release:

- Name
- Address
- Date of birth
- Dates of attendance (*e.g.*, by academic year or semester)
- Current and previous school(s) attended

- Degrees and awards received

In addition, two federal laws require a school receiving assistance under the Elementary and Secondary Education Act of 1965, as amended, to provide military recruiters, upon request, with the following information: names, addresses and telephone listings, unless parents have advised the school that they do not want their student's information disclosed without their prior written consent.

Title IX Notice of Nondiscrimination

Excel Academy is committed to providing an educational and work environment that is free from discrimination and harassment, including discrimination and harassment based on any protected category, and an environment free from retaliation for participation in any protected activity covered by this policy. EA will ensure equal rights and opportunities in accessing education programs, activities, and facilities and prohibits discrimination or harassment based on the following categories: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act of the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. In addition, EA prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.

Megan Anderson, Human Resources Specialist
 1 Technology Ste. i-811, Irvine CA 92618
 Ph: 949-387-7822
 manderson@excelacademy.education

Annual Notice of Uniform Complaint Procedures

Excel Academy has the primary responsibility for compliance with federal and state laws and regulations for students who attend our schools. We have established Uniform Complaint Procedures (UCP) to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violation of state or federal laws governing educational programs, the charging of unlawful pupil fees and the non-compliance of our Local Control and Accountability Plan (LCAP).

We will investigate all allegations of unlawful discrimination, harassment, intimidation, or bullying against any protected group as identified in Education Code section 200 and 220 and Government Code section 11135, including any actual or perceived characteristics as set forth in Penal Code section 422.55 or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity conducted by the school, which is funded directly by, or that receives or benefits from any state financial assistance. The UCP shall also be used when addressing complaints alleging failure to comply with various other state and/or federal laws.

A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or extracurricular activity.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees or LCAP complaint may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint.

A pupil fee complaint must be filed with the Community Collaborative Family of Schools no later than one year from the date the alleged violation occurred. A complaint of noncompliance should be filed first with the school lead/director under the Uniform Complaint Procedures. A complainant unsatisfied with the decision of the school lead/director may appeal the decision and shall receive a written appeal decision within 60 days of receipt of the complaint. Complaints other than issues relating to pupil fees must be filed in writing with the following person designated to receive complaints:

Corrie Amador, Director of Human Resources
100 E. San Marcos Blvd, Ste 350
San Marcos, CA 92069
Ph: (760) 494-9646
camador@cccs.education

Complaints alleging discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying, unless the time for filing is extended by the school administrator or his or her designee.

Complaints will be investigated and a written decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This time period may be extended by written agreement of the complainant. The person responsible for investigating the complaint shall conduct and complete the investigation in accordance with local procedures adopted under 5 C.C.R. § 4621.

The complainant has a right to appeal our decision of complaints regarding specific programs, pupil fees and the LCAP to the CDE by filing a written appeal within 15 days of receiving our decision. The appeal must be accompanied by a copy of the originally-filed complaint and a copy of our decision.

The complainant is advised of civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable.

A copy of our UCP compliant policies and procedures is available free of charge.

Parent Liability for Student Conduct

The law states that a parent or guardian of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for a school, or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school or personal property of any school employee, shall be liable for all damages caused by the minor.

Further, the parent or guardian of a minor shall be liable to a school for all property belonging to the school loaned to the minor and not returned upon demand of an employee of the school authorized to make the demand.

Any school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee of the school authorized to make the demand may, after affording the pupil his or her due process rights, withhold grades, diploma, and transcripts of the pupil responsible for the damage until

the pupil or the pupil's parent or guardian has paid for the damages thereto. The school will notify the parent or guardian of the pupil's alleged misconduct before withholding the pupil's grades, diploma, or transcript.

If the minor and parent are unable to pay for damages, or to return the property, the school will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the grades, diploma, and transcript of the pupil will be released.

Suicide Prevention Policy

If you have a child who may be struggling with emotions/behavior please reach out to our counseling office for additional support.

School Counselors:

Rebecca Metoyer- rmetoyer@excelacademy.education PH: (714) 367-6749

Noell Scott - nscott@excelacademy.education PH: (949) 382-1198

Lisa Durham - ldurham@excelacademy.education PH: 949-774-5799

Melissa O'Dell - modell@excelacademy.education PH: 949-774-6293

Please click the link to view:

[Suicide Prevention Policy](#)

Charter schools serving students in grades 7-12 are required to adopt a student suicide prevention policy in consultation with school and community stakeholders and others.

Protecting the health and well-being of all students is of utmost importance to our school. The school board has adopted a suicide prevention policy which will help to protect all students through the following steps:

1. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. At the beginning of each school year, an informational pamphlet will be provided to each student's parent or guardian. It is the responsibility of each student's parent or guardian to review this information with him or her. If parents or guardians have any questions about the material, they can contact the school's appointed suicide prevention liaisons, Noell Scott & Rebecca Metoyer.
2. The school has a designated Crisis Team who provides appropriate resources and support to students, & families in crisis.

3. When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources.
4. Students will have access to county & national resources which they can contact for additional support, such as:
 - ❖ [Mental Health Resources by County](#)
 - ❖ [The National Suicide Prevention Lifeline](#) –1.800.273.8255 (TALK),
 - ❖ The Trevor Lifeline – 1.866.488.7386, [The Trevor Project](#)
- All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
- Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

Title I

Excel Academy Charter School currently receives schoolwide assistance grants based on our percentage of students from low-income families. This funding is allocated for direct impact on our at-risk students, English Learner, homeless, foster, juvenile, delinquent, migratory, including those who are working toward grade level proficiency. Title I funding provides students with the appropriate interventions and resources to improve their academic achievement and meet state standards.

[School-Parent Compact](#)

Our Parent/School Compact addresses legally required items, as well as other items suggested by parents and family members of Title I, Part A students.

[Parents Right to Know Letter](#)

If at any time your child has been taught for four or more consecutive weeks by a teacher not highly qualified, the school will notify you.

[Parent and Family Engagement Policy](#)

Excel Academy Charter Schools has developed a written Parent and Family Engagement Policy with input from Title I parents and families. Excel Academy has distributed the Policy to parents of Title I students by posting it on the school website and including it in the Parent and Student

Handbook. This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

Additional information may be found on the California Department of Education website.

<https://www.cde.ca.gov/sp/sw/index.asp>

<https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp>

Tamara Murphy, Intervention Coordinator

Ph: 949-447-6006

tmurphy@excelacademy.education

McKinney-Vento Information

If you qualify as homeless based on the McKinney-Vento definition below and would like support, please contact your ToR or email our Intervention Coordinator, Tamara Murphy at tmurphy@excelacademy.education.

Excel Academy Charter School adheres to the provisions of the McKinney-Vento Homeless Assistance Act. We will ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths in accordance with applicable law.

Definition of Homeless:

The California Department of Education states that the McKinney-Vento Act defines homeless children and youth as individuals who lack a fixed, regular, and adequate nighttime residence.

This definition also includes:

- Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason
- Children and youth who may be living in motels, hotels, trailer parks, shelters
- Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, or
- Migratory children who qualify as homeless because they are children who are living in similar circumstances listed above

Homeless Students' Rights

- Be immediately enrolled in school without a permanent address.

- Continue in the school that the student attended before becoming homeless.
- Go to school, no matter where the student lives or how long he/she has lived there
- Enroll and attend classes while the school arranges for the transfer of required school records or documents
- Enroll and attend classes even while the school and parent seek to resolve a dispute over enrollment
- Receive transportation to his/her school of origin as long as he/she is homeless, or if the student becomes permanently housed, receive transportation until the end of the academic school year
- Participate in tutoring, school-related activities, and/or receive other support services

Excel Academy will meet the McKinney-Vento education rights following our regular enrollment policies. See more information at <http://www.cde.ca.gov/sp/hs/>.

Parent Advisory Committee

Excel Academy sponsors a Parent Advisory Committee (PAC), comprised of parents from the Excel Academy community, which meets regularly as is dictated by Excel Academy and serves to address and recommend changes to the Excel Academy Administration regarding specific areas of school operations and community. This includes but is not limited to:

- Curriculum/Instruction/Assessment
- Community Connection and Events
- Fundraising and Grants
- School Program Development

The PAC shares information about the school with the parent community, invites feedback and ideas from the parents on the school, and involves students in the school conversation. Dates of future meetings will be posted at least one month in advance. Certificated and classified staff members are welcome and encouraged to attend if their duties permit. PAC is chaired by the Excel Academy Director or their designee.

Excel Academy believes that active parent, student, and employee participation in school operations will help foster the sustainability of our school. The PAC will play an important role in making Excel Academy even more responsive to staff, student, and parent needs and provide for continual improvement. This ensures that Excel Academy staff members practice open and positive communication with families. To that end, we welcome any inquiries into parent participation in the committee. Please reach out to community@excelacademy.education to inquire how to become involved.

English Learner Advisory Committee

An English Learner Advisory Committee (ELAC) is a school-level committee composed of parents, staff, and community members designated to advise school officials on English learner programs and services and is required for any California public school with 21 or more English Learners. The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners and submitting the plan to the School Site Council for consideration of inclusion in the School Plan for Student Achievement.
- Assisting in the development of the schoolwide needs assessment.
- Communicating the importance of regular school attendance.
- California Education Code, sections 35147, 52176(b) and (c), 62002.5, and 64001(a)
- California Code of Regulations, Title 5, Section 11308

School Site Council

The School Site Council is an advisory board that works together to focus on school goals and student achievement for Excel Academy. This team will evaluate the progress made toward these goals during a two year term and help make decisions that benefit all Excel Academy students.

The SSC brings together representatives of Excel Academy's community to:

1. Oversee the School Plan for Student Achievement (SPSA).
2. Act as an advisory board related to various school goals and student learner outcomes.
3. Provide ongoing review and modifications to the SPSA.
4. School budget, including the LCAP
5. Evaluate the progress made toward academic goals and student achievement.
6. Promote trust in school decisions that benefit all Excel Academy students.

The SSC consists of:

- Excel Academy's Executive Director
- Teachers of Record
- non-teacher staff members
- parents
- students

School Calendar



Excel Academy Charter Schools 2022 - 2023 Academic Calendar

July						
Su	M	Tu	W	Th	F	Sa
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3	4	5	6	7	8	9
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31						

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December						
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January						
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June						
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LPs	Dates	Days
1	9/1 - 9/23	16
2	9/26 - 10/21	20
3	10/24 - 11/18	19
4	11/28 - 1/16	15
5	12/19 - 1/27	18
6	1/30 - 2/24	18
7	2/27 - 3/24	20
8	3/27 - 4/28	15
9	5/1 - 5/26	20
10	5/29 - 6/9	14
Total		175

- school holidays
- end of semester
- P1/P2 attendance
- Pali 10/21-10/23
- All staff meetings
- Graduation TBD
- Spelling/Geo Bee TBD
- Tech Day Potential**
- testing dates TBD

Printed copies of the handbook are available to view in English, Korean, and Spanish at the Excel Academy Administrative office in Irvine.

Translation in primary language can be provided upon request.



ELD Handbook for Families

Select the “Document Outline” image  in the upper left corner to go preview or select a specific question.

What’s EL?

English Learner

What’s ELD?

English Language Developer / English Language Development

Who Can I Contact?

General Questions and Support	Your Teacher of Record
Curriculum, Instruction & Support	Tamara Murphy tmurphy@excelacademy.education
Designation & ELPAC Assessments	Jenny Craig jcraig@excelacademy.education

How is a student identified?

Every family completes a home language survey as part of their enrollment process. If a family answers yes to any of the questions, schools are prompted to administer the initial ELPAC assessment.

What is a “designation”?

Students are designated as English Learners based on their results from the Initial ELPAC assessment. They will either be IFEP (initial fluent English Proficient) or designated as an English Learner. ELs have the opportunity to redesignate or RFEP (Reclassify Fluent English Proficient) if they earn an overall score of 4 on their Summative ELPAC assessment. The summative assessment is only offered once annually, in the spring.

What are CA requirements?

[California Department of Education Recommendation](#)

[FAQ's - California Department of Education](#)

What is the EACS ELD Program?

- Synchronous, *designated* instruction through virtual classes for acquisition of linguistic and academic goals in the domains of reading, writing, speaking, and listening per California Department of Education.
- Asynchronous assignments using research based curriculum proven to meet the needs of English learners
- SST (Student Support Team) meetings, as needed

What are EACS EL requirements?

ELs must participate in *designated*, synchronous, virtual instruction through our ELD LIVE classes (3x weekly, 35m each) and asynchronous activities (45 minutes) to meet the requirement of 150 minutes each week.

Each Local Education Association (LEA) may choose their own curriculum, instruction, and program requirements. Our EACS ELD program requirements are very comparable to other schools in the state. More information may be found on the [CDE website](#).

What are home educator /parent expectations?

- Our goal is working together to reclassify your student/s as English proficient.
- Remain consistent with ELD program attendance so your student/s get the most out of their learning experience
- Stay in communication with the ELD Live Teacher, Teacher of Record, and Intervention Department for collaborative support.

PIN Process for ELs

How to exit the ELD program?

A student may only change their EL designation by receiving a passing score (overall score of 4) on their Summative English Learner Proficiency Assessment of California (ELPAC). This assessment is administered annually in the spring. Assessment results typically arrive and are communicated in July. Once a student is Reclassified Fluent English

Proficient (RFEP) they no longer need to participate in ELD curriculum and ELD LIVE.

What is an LTEL?

Long-term English language learners (LTEL) are *defined* as (including all)

- Students in grades 6 to 12
- Enrolled in U.S. schools for more than six years
- Remained at the same level of English for two or more years as measured by ELPAC
- Scored "standard not met" or "standard nearly met" on the CAASPP ELA assessment.

LTEs will participate in the Student Support Team (SST) process annually

- Your ToR will assist with and monitor implementation of SST goals

Can ELs use private tutoring?

We are unable to accept private tutoring in lieu of our ELD Program because we are unable to monitor attendance, participation, and progress of the student. Private tutoring can absolutely be used to supplement our program.

ELs with IEPs

Families, SPED Case Managers, ToRs, and the Intervention Department can work together collaboratively to best support the needs of students with an IEP.

Curriculum & Instruction

Have your EL students bring their computer to the first in-person meeting so your Teacher of Record can support you to access the resources needed for ELD curriculum and instruction.

K-3 Synchronous Instruction (ELD Live)

- Curriculum: Literacy Footprints
- Virtual (ELD Live) class and parent communication is led by ELD Teacher; INT Dept. and ToR follows up to provide support, as needed
- Tuesdays, Wednesdays, Thursdays (35 minutes per class)
- The Intervention Department will monitor student participation in synchronous learning.

K-3 Asynchronous Instruction (Independent)

- Curriculum: Imagine Language & Literacy
- Activity Assignments given by ELD Teacher; INT Dept. and ToR follow up to provide support, as needed
- Student & ToR digital access will be created and provided to Families and ToRs by INT Dept.
- The Intervention Department will monitor student participation in asynchronous learning.

4-12 Synchronous Instruction (ELD Live)

- Curriculum: English 3D
- Virtual (ELD Live) class and parent communication is led by ELD Teacher; INT Dept. and ToR follows up to provide support, as needed
- Tuesdays, Wednesdays, Thursdays (35 minutes per class)

- The Intervention Department will monitor student participation in synchronous learning.

4-12 Asynchronous Instruction (Independent)

- Curriculum: English 3D Assignments
- Activity Assignments given by ELD Teacher; INT Dept. and ToR follows up to provide support, as needed
- Student & ToR digital access will be created and provided to Families and ToRs by INT Dept.
- The Intervention Department will monitor student participation in asynchronous learning.

EL Teaching Strategies

SDAIE (Specially Designed Academic Instruction in English)

SDAIE is instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. ToRs and Parents should use specialized strategies that enable students to understand, participate in and access the core curriculum. SDAIE is an instructional methodology, not a program.

(EC 44253.2[b])

SDAIE Strategies:

- Speak slowly and use repetition
- Lots of visuals and realia
- Manipulatives available
- Activate prior knowledge
- Focus on the meaning
- Graphic organizer/Charts
- Preview-Review

- Gestures and facial expressions
- Self-selected reading
- Scaffolding (visual content, graphic organizers)
- Consistent and Immediate Feedback
- Summarizing and Re-Teaching
- Reciprocal Teaching

ELD Standards

Please click on the link to view ELD standards by grade level on the *California Department of Education* website. [ELD K-12 Standards](#)

Resources

[Online Resource Links](#)

[Khan Academy: Spanish](#)

1. Khan Academy's New Spanish Website!

[Saddleback College Algebra2Go](#)

1. This site has Pre-pre-algebra to Calculus Courses.
2. There are video lectures, along with lecture notes in Spanish or English and printable homework and tests.
3. If the settings on Teacher Tube are adjusted to Spanish, the student can have a full translated course in Spanish.

[Eureka Math: Engage NY \(Arabic, Bengali, Simplified Chinese, Spanish, Traditional Chinese\)](#)

*Khan Academy has videos for [Eureka Math/Engage NY](#)

Translation & Interpretation

It's recommended to have your EL students bring their computer to the first in person meeting to ensure they are able to access the resources needed for language support.

Please let your Teacher of Record know if you wish to have communication sent in your primary language or would like to request an interpreter for virtual/in-person meetings.



Special Education Handbook - 2022-2023

Thank you for choosing Excel Academy Charter School (“EACS”) to support you on your student’s educational journey. We recognize the unique challenges that you may encounter while supporting your student with special needs in an independent home study learning model and want to ensure that you have a reference guide to provide important information about the Special Education department at Excel Academy Charter School.

Excel Academy’s special education department is staffed with a collaborative team of credentialed special education teachers, specialists, and administrators who each bring a wealth of experience serving and supporting students with special needs to our school. We look forward to working with your student(s) to provide their Individualized Education Plan (“IEP”) supports and services in our personalized learning environment.

If your student is newly enrolled, we are pleased to welcome you to the Excel Academy family! If your student is continuing with us, we hope you will find this handbook helpful as a reference guide for a variety of topics and frequently asked questions. You will see that while our support team continues to grow; we remain committed to providing your students with the same level of personalized support you have come to expect from Excel Academy.

I am honored to have the privilege of supporting this team as we embark on another year.

Sincerely,

A handwritten signature in blue ink that reads 'Lara Ulmer'. The signature is written in a cursive, flowing style.

Lara Ulmer
Director of Special Education

To view the general Excel Academy Charter School handbook on our website, please [click here](#).

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Special Education Department Contacts

Parent Support

Parent support is available during school hours, Monday through Friday from 8:00 A.M.–4:30 P.M. Please see the information below for special education department contact information.

Mailing Address

Our office is located at:

1 Technology Drive, Ste I-811
Irvine, CA 92618

For all questions, please **first** contact your student's **assigned Case Manager (“CM”)** for support. You will receive contact information for your student's CM prior to the first day of school. If you wish to reach a different staff member by email, please use one of the contacts below.

Main Office/General Special Education Information:

Anne Cesario, Office and Special Projects Manager - acesario@excelacademy.education

Records Requests

Noel Park, Registrar - registrar@excelacademy.education

Newly Enrolled/Transfer Students & Referral Questions:

Sondra Ryan, Intake Manager - sryan@excelacademy.education

Case Manager and Service Provider Questions:

LaKeyshia Ono, Department Coordinator - lono@excelacademy.education

IEP Questions or Concerns:

Leah Vides, Program Specialist - lvides@excelacademy.education

All of the Above & Any Other Questions or Concerns:

Lara Ulmer, Director of Special Education - lulmer@excelacademy.education

If you wish to reach a specific team member by phone, please use one of the following:

Main Office - Anne Cesario

PH: 949-774-0243

Intake Manager - Sondra Ryan

PH: 714-699-3765

Special Education Coordinator - LaKeyshia Ono

PH: 424-322-0799

Program Specialist - Leah Vides

PH: 626-863-8950

Director of Special Education - Lara Ulmer

PH: 949-447-0452

Please refer to the general EACS Handbook for additional staff contact information

Contact Information and Communication Policy

School Communication Responsibilities

It is pertinent that we are able to communicate effectively with our families due to the remote nature of our school. The school requires that all parents reply to communication from Excel Academy staff and Teachers of Records within 48 hours (2 business days). We also require 24 hours notice in the event a parent must cancel an Excel Academy appointment, including but not limited to: LP meetings, IEPs, SPED provider appointments, and Student Success Team (SST) meetings.



Communications with the Special Education Team

The main venues of communication and document submission to parents of special education students are Email and Docusign. Parents will receive time-sensitive communication, information about upcoming events, reminders, surveys, and IEP-related documents via both of these methods.

Docusign is a secure means for the electronic delivery of documents and the gathering of formal signatures. It is not required that you have a personal Docusign account in order to access, view, and provide signatures on documents sent to you. In addition, you may request that a physical copy of any document be forwarded via US Mail or email attachment. **Please let**

your student's Case Manager know as soon as possible if you would like to update your email contact information.



Enrollment

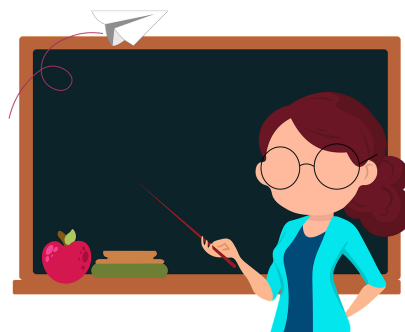
Students newly enrolled in Excel Academy Charter School (“EACS”) with an active IEP will be supported during each step of the transition. Once the admissions process is complete, your student will be assigned to a Teacher of Record (“ToR”), who will walk you through the details of the Master Agreement (“MA”) as well as the Acknowledgement of Responsibilities (“AoR”). The MA is a binding agreement between Excel Academy, the student, the parent/guardian, the supervising ToR, and other responsible persons. The agreement documents assigned courses as well as the time, manner, and frequency of the student’s meetings with the faculty. The AoR further outlines terms and conditions of Independent Study responsibilities.



Once both the MA and the AoR have been signed, your student is considered fully enrolled in EACS. Our special education Intake Manager will support the process of requesting, gathering, and reviewing your student’s records prior to sending a welcome letter via email describing next steps. Once you have received your student’s welcome letter, please contact our Intake Manager if you have questions.

The Excel Academy IEP Team

Teacher of Record (ToR) - The ToR is a single or multiple subject credential-holding teacher who works with assigned families to identify, support, and implement a personalized learning plan for each student. The assigned ToR will serve as the General Education teacher in all IEP meetings.



Parent/Guardian - Parents and guardians are considered vital participants in any IEP team discussion. In addition, at Excel Academy, our personalized independent study model requires that a parent/guardian or adult designee be responsible for providing daily core instructional support to students in the home setting.

Student - EACS encourages students to participate in discussion with their IEP team at all meetings, as soon as it is legally and/or developmentally appropriate for them to do so. Student's ages 16 and up will be invited to participate by their CM. Students 18 and up are required to participate, unless EACS has documentation to show continuing parent rights past the age of majority.

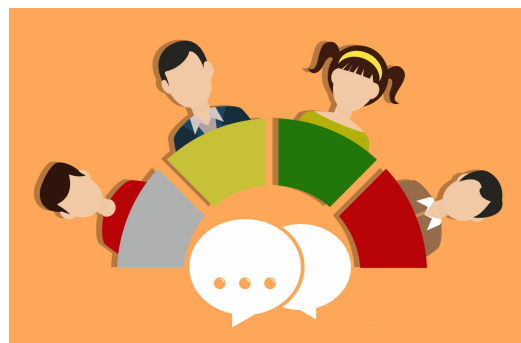




Case Manager (CM) - The CM is a fully credentialed special education teacher/education specialist. Your student's CM will provide oversight of all IEP implementation and progress monitoring needs, and in most cases will serve as the direct provider of Specialized Academic Instruction ("SAI") service.

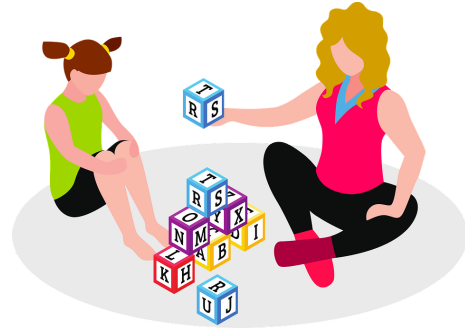
Speech and Language Pathologist (SLP) -

The SLP is an educational specialist trained in the prevention, assessment and treatment of speech and language disorders. If your student is identified as a special education student with only speech needs, an SLP will serve as your student's CM. For students with more complex needs including speech, the SLP will serve as a related service provider.



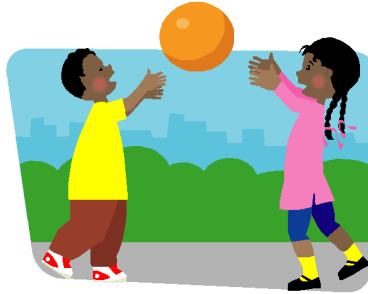
School Psychologist - The School Psychologist is an educational specialist trained in both the psychological and educational disciplines. At EACS, our School Psychologists support the IEP team in completing comprehensive evaluations of students across the domains of general development, cognition, processing, motor skills, academic achievement, adaptive/self-help skills, social-emotional skills. Additionally, they may provide ongoing direct services per the IEP. If your student is due for a comprehensive special education evaluation, or is receiving direct services for social/emotional needs, a School Psychologist will be part of your student's IEP team.

Related Service Providers - Related service providers support the provision of a variety of additional support services that may be provided per your student’s IEP. They are referred to as “related services” because they are intended to address needs related to a primary educational disability condition. Some of the more common related service areas are Occupational Therapy (“OT”), Adapted Physical Education (“APE”), Physical Therapy (“PT”). If your student receives consultation or direct service in any of these areas per their current IEP, or is suspected of having a need for related services, a specialist will be contracted to provide assessment, consultation and/or direct service.



Administrative Designee/LEA Rep -

An administrative designee is required to participate in all IEP meetings. The primary purpose of the LEA Rep is to support the IEP team in collaborative discussion. Additionally, they are tasked with ensuring that our IEP team meeting processes remain both student-centered and legally compliant.



IEP Services

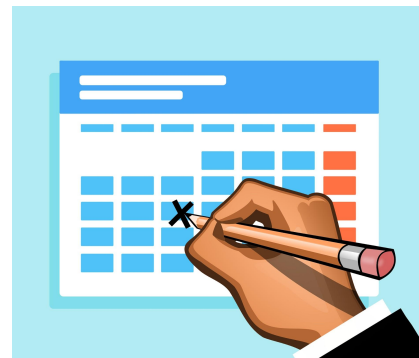
IEP Team Assignments

Prior to the first day of the regular school year, you will receive a personalized contact from your student's assigned Case Manager and all related service providers to discuss a schedule of service provision. Your student's IEP team will be selected and matched to your student(s) based on a variety of factors, including but not limited to credential/license type and geographic location. We have worked to expand our in-house faculty and currently employ a full team of Case Managers, Speech and Language Pathologists, School Psychologists, and support staff to meet your student's needs.

Due to the complex nature of matching IEP teams to hundreds of students across several counties, the EACS team is not able to consider requests for specific CMs, providers, or related service agencies.

Scheduling IEP Services

When contacted by your student's service providers you will discuss available appointment times that allow for implementation of your student's IEP according to the frequency, duration, and delivery method required.



Virtual Services:

All virtually delivered IEP services (individual or group) will be provided via Zoom or a similar online platform. Your CM, SLP, or related provider will provide specific information for platform access.

Virtual Session Participation:

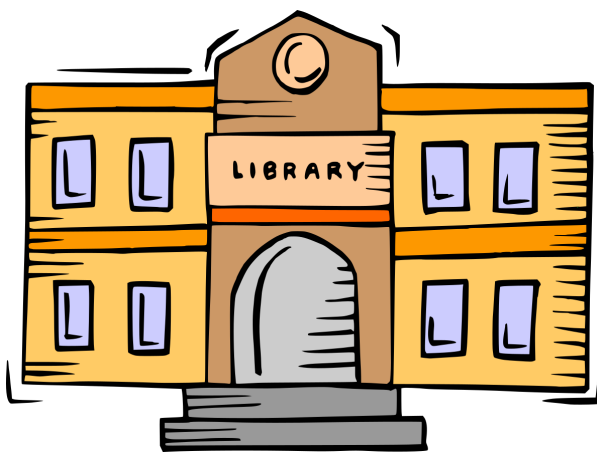
Although the independent study setting offers scheduling flexibility for students to participate in many outside activities, it is important to remember that IEP services are deemed necessary in order for your student to receive educational benefit. With this in mind, when students are participating in any virtual special education service, the expectation is that they will be at home or in a quiet area where they can remain fully engaged with the instructor for the duration of the session. Please consider your student's schedule of virtual services before making commitments to activities that may pose a scheduling conflict. In addition, EACS requires that students' web cameras are on during the entirety of each virtual session.

Some of our students may require extra support from a parent during individual virtual sessions to help them adjust to the format. If the parent and CM agree that this is the case, the CM and parent must develop a fade out plan to increase the student's ability to independently participate in sessions.

Due to the confidentiality requirements of special education, parents are prohibited from joining a group session without first identifying themselves. We kindly ask that parents refrain from participating, in any way, in a group session without prior permission from the CM or group instructor.

In Person Services:

All in-person services will be provided in a public location deemed to be an appropriate environment for the purpose of providing the indicated service. Due to non-classroom based charter school guidelines, we are not permitted to meet your student for any activity in our physical office location. Please note that services may only be provided during regular school hours (8:00 am through 4:30 pm).



Public Meeting Locations

If your student's IEP calls for in-person service delivery, the service provider will identify appropriate locations to meet with your student within a 25 mile radius of your home address. The provider will contact you to discuss options and agree on a location prior to the first day of service.

Preferred locations for in-person services are public libraries and community centers, although public food establishments and public parks will also be considered. If your student is working with a vendored provider for OT, PT, APE, or another service; you may be required to travel to a clinic/office location to meet your provider.

In Person Participation Guidelines

When students meet EACS providers for in-person sessions, a parent or guardian is required to remain on the premises or within a five minute travel radius of the location. If you choose to leave the premises during your student's session, you must provide your cell phone number to the service provider. If your student experiences a health-related or behavior-related emergency during sessions, it is vital that you are close enough to return to the session location without delay. If an EACS staff member is not able to reach you in the event of a health-related emergency, they will be required to dial 911 for assistance.

Prioritizing IEP Services

We understand that in today's world our students have very busy schedules. We also understand that the EACS format allows for them to fill their day with all manner of enriching activities to supplement their formal educational journey. However, we ask that when committing to educational and extracurricular activities you consider the importance of your student's IEP services, and the need for scheduling flexibility with your student's IEP providers.

If you are unable to agree to a mutually agreeable schedule and/or location for the delivery of individual special education services, such that your student's IEP is unable to be implemented, EACS will be required to select and notify you of your student's scheduled service time and location. If you choose not to make your student available during the designated service time, please be aware that they will not be entitled to make-up services and EACS may be required to issue a Progress Improvement Notification due to lack of participation/attendance.

All IEP services delivered in a group setting will be pre-scheduled by EACS and are not able to be modified.

If there is a delay on the part of EACS in assigning your student's IEP service providers, make-up sessions will be provided per the IEP for the duration of time that services were unavailable.

Cancellations/Reschedules/No-Shows

We understand that sometimes unforeseen circumstances present themselves. If you need to cancel your student's IEP service appointment, we ask that you please do so at least 12 hours prior to the scheduled



appointment. Parent or student canceled sessions and no-shows will be considered an absence and will not be made-up. Requests to reschedule sessions cannot be accommodated. If a student has three cancellations or no-shows for services, your CM will reach out to determine a plan for increased successful attendance. If the absences continue, you will be contacted by the EACS special education program specialist to discuss. If neither attempt results in improved attendance, Progress Improvement Notifications (“PINs”) will be issued per the [EACS SPED Student PIN Policy](#).



CM/ToR Collaboration

Learning Period (LP) Meetings

Learning Period (LP) meetings are a critical part of personalized learning at Excel Academy. The LP meeting takes place at a mutually agreed upon public location, approximately every 20 school days. During the meeting, the ToR communicates with the student one on one to gather information and knowledge learned throughout the LP. If your student is participating in the Virtual Elementary path for 22/23, their ToR will maintain ongoing documentation of core content presentation in place of the LP meeting requirement.

While it is not required, we encourage you to please share work samples with your student’s CM monthly as well. If work samples are not provided regularly throughout the year, your student’s CM will request recent samples from your student’s ToR, along with general information regarding their observations of academic progress, prior to any scheduled IEP meeting.



Body of Work

A body of work is 20 days worth of learning, in each assigned subject area, generated from the ToR-provided Pacing Guide for each core subject/course. All work should be graded or evaluated in some manner. At each LP meeting, the ToR will collect a sampling from the body of work in each subject/course that is an accurate representation of the work completed. The ToR will file these samples as proof of student daily engagement, attendance and progress.

Please note that your student's IEP service providers are required to provide specially designed instruction in accordance with their current documented IEP goals and objectives. Because of this, they are not able to support student completion of work samples for the sole purpose of meeting LP body of work requirements.

Student Pacing and Curriculum

The ToR will provide a pacing guide for all curriculum content in a student's Course of Study before each LP begins. The student's assigned ToR will review the body of work completed by the student throughout the LP and engage in academic conversation to confirm content mastery. Progression through the assigned curriculum content will be verified by the ToR on a weekly basis. If students fail to complete at least 70% of the pacing guide provided by the ToR, they may be issued a PIN.

The ToR, CM, and Special Education Coordinator will collaborate on pacing for students receiving support via an IEP, as needed and requested by the ToR and/or parent. In addition, if a student requires exposure to both a core grade-level curriculum and a supplemental curriculum in order to address their unique needs, consultation will be provided to support appropriate selection, pacing and assessment of progress. If a student is entirely unable to access core grade-level curriculum due to their disability, the IEP team will meet to discuss and determine an appropriate instructional level, and will discuss the long-term considerations of moving a student to an exclusively alternate curriculum.

Special Education Attendance

Consistent attendance for all IEP services is essential to ensuring that each student makes adequate progress and is receiving appropriate ongoing support for their disability-related educational needs. If your family is experiencing a special circumstance that will prevent your student from attending their IEP services consistently, you are encouraged to notify your student's CM as soon as possible. When a student accumulates three cancellations or no-shows for services, your CM will reach out to determine a plan for increased successful attendance. If the absences continue, you will be contacted by the EACS special education program specialist to discuss the concern. If neither attempt results in improved student attendance, Progress Improvement Notifications ("PINs") will be issued per the [EACS SPED Student PIN Policy](#).



General Education Attendance

Along with the assessment of student work, another responsibility of the ToR is to verify and claim attendance monthly. Daily engagement will be assessed each school day. Attendance will be claimed on or after the last day of the Learning Period. After reviewing daily engagement and the student's work, the ToR will verify that ample work was completed by the student from the provided pacing guide for the LP, and the ToR and parent/guardian will sign and date the electronic Attendance Grid Log. *Please note that attendance for IEP services is documented and monitored separately, and does not replace LP attendance requirements. Attendance for students participating in the Virtual Elementary Path during 22/23 will be supported by the ToR.*



Special Education Assessment

Special Education is defined by law as “specially designed instruction, at no cost to the parents, to meet the unique needs of the child with a disability.” In order to determine a student's unique needs and discuss their eligibility for special education, assessment in the areas of suspected disability are required. Once all assessments are complete, the IEP team meets to discuss results, review student progress, and answer the following questions.

1. Does the student meet the State of California’s definition for eligibility criteria as an individual with a disability?
2. Does the severity of the disability have an adverse effect on the student’s educational performance?
3. Does the student require special education services to ensure a free appropriate public education?

There are times when an assessment is required, and times when it will be recommended.

Required Assessment Decision Points:

1. Initial referral for special education.
2. Once every three years following the initial (AKA triennial assessment).
3. Anytime a new or additional disability is suspected by any member of the IEP team.

Recommended Assessment Decision Points:

1. Significant change in progress, disability status, or age since last evaluation.
2. Recommended exit from special education service.
3. Lack of consensus among the IEP team regarding the student's disability condition, unique needs, or offer of FAPE.

If your student is due for a required assessment, you will be provided with an Assessment Plan (AP) at least 60 days prior to the date on which the IEP team will be required to convene and discuss results.

If your student is recommended for an additional assessment, an early triennial assessment, or a special education assessment for any other reason, an AP will be provided within 15 calendar days of the referral concern being raised.

Once your consent to the AP is received, you will be contacted by the assigned assessment team to begin scheduling assessment contacts. Following completion of the assessments, an IEP team meeting will be scheduled to review results and discuss recommendations. If you do not choose to provide consent to a required or recommended assessment, a representative from the EACS special education administrative team will contact you to discuss your concerns.

Observation of Student Educational Activities

EACS staff may observe any enrolled student while engaged in educational activities, with or without prior notice. While this is permitted to occur for any reason deemed appropriate and necessary by EACS administration, the primary functions of observation are to ensure that EACS is providing adequate support to students learning in the Non-Classroom Based (NCB) environment, as well as to provide support and evaluative feedback to staff. Observations may occur during any Excel sponsored, funded, or supervised activity including but not limited to virtual meetings, online courses, in-person meetings, enrichment activities, extracurricular activities, and field trips.

Special education staff may observe your student participating in their educational day for the purposes of consultative/instructional support to colleagues, staff evaluation purposes, and to provide oversight to the special education team in the delivery and implementation of the special education program.

If the purpose is to complete a structured or unstructured student observation as a portion of formal multidisciplinary evaluation, you will have provided prior permission via an active Assessment Plan (AP).



Individualized Education Plan (“IEP”) Information

IEP Overview

The term “individualized education program” (IEP) refers to a written document, developed for each child with a disability, to include:

1. Student’s present levels of academic achievement and functional performance, including how the disability affects involvement and progress in the general education curriculum.
2. A statement of measurable annual goals, including academic and functional goals designed to enable the student to make progress in the general education curriculum; and to meet other educational needs that result from the disability.
3. A description of how the student’s progress toward meeting the annual goals will be measured, and when.
4. A statement of the special education, related services, and supplementary aids and services that will be provided to appropriately support the student in making progress toward the annual goals.
5. An explanation of the extent, if any, to which the child will not participate with typically developing peers in the regular class and extracurricular and nonacademic activities.
6. A statement of any individual appropriate accommodations that are necessary to support access and formally measure academic achievement and functional performance.

IEP Meeting Scheduling and Participation

The following team members are required to participate in all IEP meetings:

- Parent/Guardian or Designee
- Teacher of Record
- Case Manager
- LEA Rep

*Additional IEP team members may be invited, depending on the purpose and agenda of the scheduled meeting.



Parents/guardians will be contacted at minimum 10 days prior to any proposed IEP meeting date to discuss availability. If no response is received, a written meeting invitation will be provided to reflect the proposed meeting date and time. If you would like to designate another family member or friend to represent you as the parent/guardian at your student’s IEP meetings, please submit your request in writing to your student’s CM.

Once three unsuccessful attempts have been made to engage parents/guardians in the scheduling process, an IEP date will be determined based on the availability of the remaining

team members, and the IEP will be held without parent/guardian participation.

All EACS IEP meetings are held via the online platform Zoom, which provides both telephonic and videoconference access. Prior to the meeting all participants will be provided with a unique, secure access link.

IEP Review Meetings

Each student's IEP is required to be reviewed at least once annually. The primary purpose is to discuss progress toward achievement of annual goals, and to update and revise the IEP appropriately. In addition, the IEP team will meet whenever the parent or another IEP team member requests a meeting to discuss, review or revise the IEP. An IEP meeting will be held within 30 calendar days of receipt of a written or verbal request from a parent.

Changes, Corrections and Amendments

If making changes to a child's IEP after the annual IEP Team meeting for a school year has already occurred, the parent and LEA rep may agree not to convene a full IEP team meeting and instead may develop an amendment to correct or modify the student's existing IEP without a formal team discussion. While this is legally permitted with parent consent, it is recommended that it only be used for minor corrections and changes. The majority of concerns will require the participation of all IEP team members.

IEP Meeting Guests

Parents/guardians are permitted to invite anyone of their choosing to participate in their student's IEP. However, we at EACS kindly request that you notify your student's CM of any additional attendees prior to the IEP date. If EACS does not receive prior notification of an additional guest, the meeting will proceed so long as the guest participates in discussion in a collaborative and respectful manner, as described below in *IEP Participation Norms and the EACS Civility Policy*.

If the guest is not able or willing to participate appropriately and the parent/guardian insists on their participation, the LEA representative may choose to end the meeting and reschedule for a time when additional administrative support can be provided.

IEP Meeting Participation Norms



1. Allow each other to talk without interruption. If needed, write questions or comments down and present them when the person is finished speaking.



2. Treat each other with respect. Voice levels will be kept down, profanity will not be used, narration will be kept to a minimum and everyone will remain



engaged until the meeting is over. Generalized statements such as “You never...” “He always...” “No one cares about...” etc. will be avoided.

3. Summarize assessment results in 15 minutes or less.



4. Listen to understand each other’s viewpoint. Frame responses as a question and do not assume you know the answer. You may not agree with the person speaking and that is your right. Everyone is entitled to their personal view.



5. Focus on the future whenever possible rather than returning to past difficulties.



6. Anyone may call a private meeting (caucus); just ask for one.

7. The meeting is confidential.



8. Agree to time constraints.

Additionally, please be aware all activities occurring while in contact with Excel Academy staff are bound by the EACS Civility Policy. In the event that any party is uncivil during a school-related activity, the following steps will occur:

1. Communicate - The party experiencing the uncivil behavior will communicate that the behavior is not civil and uncivil behavior must cease immediately.
2. End Activity/Meeting - If the uncivil party fails to correct the uncivil behavior as directed, the affected party shall end the activity/meeting.
3. Referral - The reporting party shall refer the situation to the school administration with a written summary of the uncivil behavior and how he/she responded.
4. Determination - If it is determined that uncivil behavior occurred, proper disciplinary action will be taken, which may include suspension or expulsion.

Sample Annual IEP Meeting Agenda

1. Introductions, Purpose of Meeting, Establish Time Constraints
2. Procedural Safeguards
3. Student Strengths and Parent Concerns
4. Goal Progress Review

5. Special Factors
6. Proposal of New Goals
7. Accommodations and Modifications
8. Statewide Assessments
9. Services
10. Transportation
11. Extended School Year
12. Placement and LRE
13. Offer of FAPE



Understanding FAPE

The acronym “*FAPE*” stands for Free and Appropriate Public Education. All students enrolled in EACS are enrolled in a public charter school, thereby ensuring access to three portions of this standard - *Free, Public, Education*.

The “A” in FAPE, stands for “Appropriate” and is determined via the IEP process. The FAPE standard mandates that every student identified as eligible for special education receive an education that includes specialized instruction to meet their unique needs. The formal written offer of FAPE is usually the final discussion item in the IEP agenda, and outlines the specific services and supports deemed necessary to provide the student with a FAPE.

IEP Consent

Following each IEP meeting, you will receive a full copy of the final IEP document via DocuSign. The EACS team asks that you please review and provide a response to your student’s IEP within 15 calendar days. If you have any questions regarding the content of your student’s IEP document and would like to discuss it further before providing a response, please contact your student’s CM. Each IEP signature page will reflect options to agree in full, or to agree with exceptions. If no response is received within 15 days of the first DocuSign delivery, the EACS special education program specialist will follow up with you to discuss your options for providing consent

It is important to note that without parent consent, we are unable to implement any changes to the IEP, including any changes to your student’s services or accommodations.

Independent Study and Special Education

EACS offers independent study to meet the personalized educational needs and goals of all enrolled students. For students with identified special education needs, the IEP then provides an

additional layer of individualization. It is important to note that Independent Study is an alternative education program designed to teach the knowledge and skills of the core curriculum, and is considered to be a uniquely non-restrictive placement within the special education continuum. Independent study placement cannot be unilaterally determined by a parent or LEA, it must be an IEP team decision.

As part of the required agenda topics for each IEP meeting, the student's team will review progress, discuss ongoing needs, and will determine an offer of FAPE in the LRE. If the needs of the student can continue to be met in the Independent Study setting, it will remain the recommended LRE. However, if the student is determined to require a more restrictive placement in order to make progress, the IEP team is obligated to make an offer of FAPE to include a placement in the LRE that is appropriate for the individual student.



Curriculum and Materials

California State & Grade-Level Standards

Excel Academy students must show progression towards, and mastery of, California State Content Standards in order to remain enrolled. With the help of an assigned ToR, students will be guided towards the completion of these standards. ToRs will monitor and adjust student progress through the curriculum regularly to ensure completion of the grade-level standards .

ToRs will provide a copy of the grade-level content standards for all students enrolled. Additionally, parents can obtain the subject and course standards directly from the [California Department of Education](#) website.

Criteria for Materials That Can Be Purchased with Instructional Funds (IFs)

Excel Academy receives funding from the state to support student learning and progress toward the standards. Therefore, IFs need to be spent on educational items that meet the criteria below.

ToRs will consult with the Student Services Manager for additional clarification on acceptable IF purchases. The list below should not be considered as all-inclusive and Excel Academy reserves the right to the interpretation of the below criteria and to exercise final judgment on how IFs will be used.

General Criteria:

- Educational curriculum ordered is appropriate for the student's courses and learning plan.
- Materials must be used to meet state and school standards for the student for whom the materials are being purchased.

Additional Guidelines for Special Education

Students who are receiving the support of special education are likewise expected to show progression toward grade-level standards, unless the IEP team has agreed that an alternate curriculum is required due to the unique nature or severity of the student's disability condition.

Unless an alternate curriculum determination has been made and documented by the IEP team, all EACS students must first select an appropriate foundational core curriculum to address all standard subject requirements at their enrolled grade level. Once that selection has been made, it is appropriate and permitted to select an additional supplemental curriculum to support scaffolding between the student's instructional level and currently enrolled grade level. If you require support in selecting an appropriate core curriculum at your student's grade level, or a supplemental curriculum, you are encouraged to collaborate with their assigned ToR and CM for recommendations.

**Intervention****WIN**

The What I Need (WIN) Program provides quality instruction & progress monitoring to a particular group of students who are performing below grade-level standards. Students are placed in the WIN program based on i-Ready data and ToR proctored assessments. Excel believes it is imperative to ensure each student is performing up to their full potential. Additionally, the state of California requires every public school to have a *Multi-Tiered System of Supports (MTSS)* in place to help students reach state standards. (Link provided: <https://www.cde.ca.gov/ci/cr/ri/>)

It is important to note that ALL parts of the WIN program are required per the Acknowledgment of Responsibilities signed with the 2022/2023 Master Agreement. If students or parents do not participate in the WIN Program, they may receive a Progress Improvement Notification (PIN).

It is important to note that EACS students receiving special education are not exempt from WIN requirements. WIN is intended to provide Tier 2 academic support and intervention, and Special Education is intended to provide Tier 3 support via specialized academic instruction (SAI). These two levels of support build on each other; one does not automatically replace the other. However, it is recommended and encouraged that any concerns regarding a special education student's participation in the WIN program be brought to the IEP team for discussion and consideration.



State and Local Assessments

i-Ready Benchmark Assessments

i-Ready benchmark assessments are adaptive diagnostic tests that will indicate mastery and identify learning gaps for students in grades K-11. The benchmark assessments will be administered at least twice annually within the set testing windows. There is no law permitting a parent to opt out of the school's internal assessments, and therefore, students are required to

participate in all internal assessments. However, any applicable accommodations will be provided per the student's IEP.

Statewide Standardized Testing

All students identified as requiring special education are expected to participate in standardized state and local assessments along with their nondisabled peers. The California Assessment of Student Performance and Progress ("CAASPP") is the state-mandated academic testing program. The California Alternate Assessment ("CAA") is available to students with significant disabilities preventing access to the CAASPP. All charter schools are required to administer the CAASPP and CAA to identified students, as well as other state-mandated assessments.

In California, parents may opt out of state mandated academic testing by submitting a written request to the school each year. *We do not recommend opting out.* Again, please note that this applies only to state mandated assessments and will not excuse your student from participating in EACS' required internal progress monitoring activities such as iReady assessments, described above.

Your student's IEP includes a section wherein any permitted accommodations will be reflected to support your student's access to standardized state testing activities. If your student's IEP reflects highly individualized accommodations requiring one-on-one administration, their participation will be supported by a designated member of the special education team. If you have concerns about your student's ability to access statewide standardized testing, you are encouraged to discuss your concerns with the IEP team.

If your student requires one-on-one testing, you will receive communications from the special education department prior to the testing window regarding the specifics of planning for your student's participation. The testing window typically takes place during the last 6-7 weeks of the school year, in April and May. We strongly encourage you to consider this timing when making plans for out-of-state travel with your student. If your student is required to test in-person due to their IEP accommodations, you will be provided with a minimum of two weeks notice regarding test locations and appointment times. During the statewide testing window, some of your student's regularly scheduled service sessions may be rescheduled and/or canceled to allow for internal special education staff to support student participation.

If you have any general questions about the EACS statewide testing requirement, please refer to pages 31-32 of the EACS 2021-2022 Manual.

Student Testing Participation Requirement

All students currently enrolled in Excel Academy are required to participate in the aforementioned tests (where applicable). Failure to participate or satisfy the above requirement will result in PINs being issued to the student. Please refer to Excel Academy's [Special Education Student PIN Policy](#) for more information.

Report Cards and IEP Progress Reports

Students in grades TK- 12 will receive report cards to document progress and growth following the end of each semester with Excel Academy. The grades administered on the report card are final as determined by the ToR and the administration.

IEP Progress reports will also be provided biannually, during the same timeframe in which semester-end report cards are completed. Your student will receive a detailed progress report for each individual goal addressed by the last agreed upon IEP.

In addition, your student will receive updated progress reports at each annual IEP review meeting. The data shown on each progress report provided at the semester's end will reflect progress from the point of the last IEP revision to the end of the semester. For the most comprehensive picture of your student's IEP progress over the course of one full IEP implementation year, please refer to the annual progress report provided within the annual IEP review.



High School

Graduation Requirements

Students are eligible to earn a regular high school diploma when all requirements below have been met:

1. English - 40 credits
2. Math - 20 credits
3. Science - 20 credits (1 life/1 physical)
4. History - 30 credits (1 US/ 1 world/gov/econ)
5. VAPA/World Language/CTE - 10 credits

6. PE - 20 credits
7. Electives - 80 credits

Total to graduate: 220 credits

*5 credits = 1 semester / 10 credits = 1 year

Certificate of Completion (“COC”) Requirements



Not all students in California public schools are able to meet traditional graduation requirements. California public school students with significant disability conditions have the option to pursue a non-diploma track that will earn an alternative form of certification permitting that will permit participation in graduation and graduation related activities. Students with identified unique needs related to a disability condition are eligible for an alternate High School completion option, per their active Individualized Education Plan (“IEP”).

Given that the aforementioned is based on an IEP team recommendation, the IEP team will meet to discuss high school completion options and determine the appropriate path for any student identified with a significant cognitive disability. This IEP meeting may occur as early as the spring semester of the student’s 8th grade year but will be held no later than the first semester of enrollment in 9th grade coursework. The student’s progress toward COC requirements will then be revisited at each IEP meeting to follow. If it is determined by the IEP team that the appropriate High School completion path is a Certificate of Completion (“COC”), the student will be required to meet the following requirements:

1. Three years/six semesters of English Language Arts.
 2. Two years/four semesters of mathematics.
 3. Two years/four semesters of science, including one year each of life biological and physical sciences.
 4. Two years/four semesters of social studies.
 5. Two years/four semesters in physical education, unless the pupil has been exempted pursuant to the provisions of Ed Code Section 51241.
 6. Three years/six semesters of Employment, Education, and Life Skills.
- **Five credits (one semester minimum) required in each category above.

Total to earned COC: 140 credits

For more information, please refer to the [EACS COC Policy](#).

Individual Transition Plan (“ITP”) and Transition Services

An ITP is required to be developed for each student with special needs, beginning no later than the first IEP expected to be in effect when the student turns 16. This portion of the IEP will contain

1. Appropriate measurable postsecondary goals related to training, education, employment, and where appropriate, independent living skills. These recommended goals will be based upon age appropriate transition assessments.

and

2. Recommended transition services needed to assist the child in reaching postsecondary goals.

Federal law requires schools to provide disabled students with specialized supports from age 3 until age 22, or until they graduate from high school with a regular high school diploma. Students who receive a COC may decide to return to high school and can do so through the age of 22. There are three events that end the school’s responsibility to a student with a disability.

1. Student earns a regular high school diploma.
2. Student turns 22.
3. Student or parent/guardian (in the case of conserved adults) requests revocation of all special education and related services.

Graduation



All special education students who are working toward earning a regular high school diploma will receive a Prior Written Notice (“PWN”) no more than 30 days prior to their anticipated graduation date. The PWN will confirm the forthcoming completion of diploma requirements, and will provide specific information regarding the end of special education services due to graduation. Following graduation, a Summary of Progress (“SOP”) and copies of all recent IEP documentation will be provided to the parent/guardian and/or adult student along with their final IEP progress report.

Student/Parent Requests for Revocation of Special Education

Parents and non-conserved students of majority age have the right to entirely revoke the provision of special education and related services at any time, without reason, following notification in writing. While we ask that you please put such a request in writing, EACS will

accept verbal revocation requests made to any staff member, and will follow-up in writing to confirm informed consent to the revocation.

Once a student or parent has revoked permission to implement the IEP, the student is immediately considered a general education student. If new concerns arise following a revocation decision, the special education referral process may be initiated again by the student, parent, or any staff member without delay.



Schoolwide Discipline Procedures

Progress Improvement Notification (PIN) and Identified Assignments

In order to remain enrolled at Excel Academy, the responsibilities outlined in the Master Agreement, Independent Study Policy, Attendance Policy, Progress Improvement Notification Policy, and Involuntary Withdrawal Policy must be followed. Within these policies, the process for which a student may be involuntarily withdrawn from Excel Academy is outlined. Part of that process includes the issuance of Progress Improvement Notifications (PINs) when a student fails to complete identified assignments key to a student's success in the independent study environment or any other responsibilities outlined in the EACS Handbook, Acknowledgement of Responsibilities, and Master Agreement.

PIN Process for Students with IEPs

EACS is required to provide a FAPE to all students with an IEP. The purpose of the Sped PIN policy is to outline the steps that will be taken if all responsibilities are not fulfilled per the student's active IEP and the EACS AoR.

Link to full [SPED PIN Policy](#)



Governing Board Policies

In addition to attendance, the parent and student must abide by all board approved policies. These policies include, but are not limited to:

- The Academic Integrity Policy
- The Civility Policy
- The Acceptable Use Policy

The complete list of all Board-approved policies as well as how to access them may be found at <https://www.excelacademy.education/board-governance/board-policies/>

Translation in primary language can be provided upon request.

Procedural Safeguards

Individuals with disabilities and their parents are afforded rights and procedural safeguards to ensure that all individuals with disabilities are provided a free and appropriate public education (FAPE).

Parents can obtain assistance in understanding their rights and procedural safeguards from the Excel Academy Charter School Special Education Department, the Sonoma County SELPA, or the California Department of Education.

Excel Academy's special education department receives general operational support and guidance from the Sonoma County Charter SELPA (sonomaselpa.org). Please refer to the following links for the most current Notice of Procedural Safeguards. If you require translation in a language other than Spanish, please contact our office for assistance.

[Procedural Safeguards - Spanish](#)

[Procedural Safeguards - English](#)



Frequently Asked Questions

1. I think my child's sibling may need special education services. Who do I call?

Please contact EACS' Intake Manager, Sondra Ryan, at sryan@excelacademy.education for additional information.

2. My student has a private specialist they really enjoy working with. How can I request that we work with them for their IEP services?

EACS will not accept requests to develop new relationships with specific special education agencies or providers. The internal special education team currently includes a staff of highly qualified and appropriately credentialed professionals to provide the majority of IEP services. For any specialty areas in which we do not employ internal staff, an appropriate NPA-approved provider will be identified and assigned within your county of residence.

3. What is the process for requesting a new Case Manager or IEP service provider?

Due to the complex nature of matching IEP teams to hundreds of students across several counties, the EACS team is not able to consider requests for specific Case Managers, providers, or related service agencies.

**If you have a concern to report regarding your Case Manager or a related service provider failing to implement your student's IEP, please contact Leah Vides, Program Specialist at lvides@excelacademy.education.*

4. I work full time. How am I expected to keep up with the expectations of this school?

EACS provides support to students and families in successfully accessing and participating in independent study. All EACS students must additionally have the support of a primary educator in the home setting during the school day; usually a parent or guardian. We understand that each of our families have different personal circumstances, however, the success of your student in our independent study placement depends largely on the ability of a consistent adult to provide core instruction.

5. I recently received a new diagnosis from my student's pediatrician that may affect their learning. Do I need to inform the IEP team?

Anytime you have new information regarding your child that may affect their learning it is important to share with the IEP team. Please contact your Case

Manager with this information and an IEP meeting will be called to review any new records and discuss if any changes to the current IEP are necessary.

6. I have private speech, PT and OT services through my insurance. Can I choose to only attend those instead of the IEP services EACS offered to address my student's needs?

EACS is required to ensure the provision of all services to your student, by qualified personnel, in accordance with their current IEP offer of FAPE. We understand that many students additionally receive privately funded services outside of school hours however they cannot replace educationally-based services. If you believe your student no longer requires these services to address their unique educational needs, please contact your student's Case Manager to request an IEP meeting and discuss their progress.

7. I am not willing to transport my student to multiple locations during the week to meet with their IEP service providers. Can I change all their IEP services to virtual delivery?

EACS is a Non-Classroom based charter school. All special education services are either provided virtually, in-person at a service provider's clinic/agency, or in-person at a mutually agreed location between the student's home and the service provider's location. Service delivery setting (in-person or virtual) is an IEP team decision determined according to the individual student's needs as a result of their disability. Travel distance is not a consideration when determining whether virtual or in-person services are appropriate.

8. Can I request all individual service delivery? My student doesn't do well in groups.

Service delivery is an IEP team decision based on the recommendation of the service provider and team discussion. The IEP team will consider the student's specific needs and IEP goals as a guide when determining the appropriate service delivery group size for each individual student. At times it may be appropriate for a student to receive special education services within a small group setting to support goal progress, while at other times individual services are determined appropriate.

9. How do I request a copy of my student's special education records?

Please contact registrar@excelacademy.education.

10. I have a question about my student's recent IEP. Who do I contact?

Your first point of contact for all questions regarding any portion of your student's IEP, or the implementation of services, is your student's current Case Manager.

Glossary of Terms

AoR: Acknowledgment of Responsibilities

AP: Assessment Plan

APE: Adapted Physical Education

CAA: California Alternate Assessment

CAASPP: California Assessment of Student Performance and Progress

CM: Case Manager

COC: Certificate of Completion

Ed Code: California's comprehensive guideline of laws and regulations for special education

ESY: Extended School Year

FAPE: Free and Appropriate Public Education

IDEA: Individuals with Disabilities Education Act

IEP: Individualized Education Plan

IF: Instructional Funds

ITP: Individual Transition Plan

LEA: Local Education Agency

LP: Learning Period

LRE: Least Restrictive Environment

MA: Master Agreement

OT: Occupational Therapy

PIN: Progress Improvement Notification

PT: Physical Therapy

PWN: Prior Written Notice

SAI: Specialized Academic Instruction

SLP: Speech and Language Pathologist

WIN: "What I Need" - EACS Intervention Program



Exhibit B: Individual Service Agreement (ISA)

Nonpublic School/Agency: _____

Local Education Agency: _____

Case Manager: _____

Pupil's Name: _____ Sex: M F Birthdate: _____ Grade: _____ Primary Disability: _____

Residential Setting: HOME FOSTER LCI Parent/Guardian's Name: _____

Pupil's Address: _____ Parent Phone & Email: _____

All terms and conditions of the current Sonoma County Special Education Local Planning Area Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the "Contract," are incorporated herein by this reference. Contractor will implement the pupil's Individualized Education Program (IEP) in accordance with this Individual Service Agreement (ISA) and the Contract. Invoices shall be submitted based on actual service provided and attendance standards in the Contract.

Nonpublic Agency Services and/or Designated Instruction & Related Services Estimate:

SERVICE	SERVICE DATE RANGE	MASTER CONTRACT RATE	DURATION - MINUTES PER SESSION	FREQUENCY Times per Week or Month	WEEK MONTH OR YEAR	ESTIMATED ISA SERVICE SESSIONS	OR	HOURS PER YEAR	ESTIMATED TOTAL = Cost per hour x estimated service hours or sessions
1.									\$0.00
2.		\$0.00							\$0.00
3.		\$0.00							\$0.00
4.		\$0.00							\$0.00
5.		\$0.00							\$0.00
6.		\$0.00							\$0.00
7.		\$0.00							\$0.00
8.		\$0.00							\$0.00
9.		\$0.00							\$0.00
10.		\$0.00							\$0.00
11.		\$0.00							\$0.00
12.		\$0.00							\$0.00
13.		\$0.00							\$0.00
14.		\$0.00							\$0.00
Maximum NPA Services and/or Designated Instruction & Related Services Cost - Estimate									\$0.00

Other Provisions/Attachments: _____

Progress Reporting Requirements:

- Quarterly
- Monthly
- Other (Specify): _____

The parties hereto agree to comply with the terms of the Master Contract & hereby execute this ISA by and through their duly authorized agents or representatives.

Nonpublic Agency: _____

Local Educational Agency: _____

 (Authorized Signature) (Date)

 (Authorized Signature) (Date)

Excel Academy Charter Schools

Heidi Gasca

Phone: _____ Fax _____

Phone: 949-387-7822 Fax 949-209-2689





Excel Academy Charter School Acknowledgment of Responsibilities

Virtual Elementary

Student: Student, John

Student Number:

Address: 123 First Street

Location: Vista, CA 92081

1st Phone Number:

DOB: 01/01/2001

Program Placement: General Education

Contract Term: Full Year

Beginning Date: 09/01/2022

End Date: 06/09/2023

Year: 2022 - 2023

2nd Phone Number:

Grade Level: 6

School for Classroom Option: Generic Unified

I, the student, agree to:

- The terms as outlined in the Master Agreement.
- Complete coursework as outlined in the Master Agreement and as assigned by the credentialed teacher.
- Attend all required classes, conferences and meetings scheduled throughout the school year with my camera on and engage with those present in the meeting. Arrive promptly and come prepared each school day to submit or complete assignments as directed by the classroom teacher. Submitted work should always be complete and legible.
- Complete intervention requirements (WIN, ELD, and other), if assigned.
- Complete English Language Development (ELD) curriculum, if assigned.
- Stay on pace to complete my assignments each week. Should I need additional support, request it from my teacher. Complete all required assessments, including the following: CAASPP (ELA, math, and science), i-Ready Diagnostic Assessments, grade-level paper/pencil benchmark assessments, Physical Fitness Testing (PFT), Initial and Summative ELPAC assessments, Algebra 1 Readiness Assessment (students entering Algebra I only), intervention assessments, and course assessments.
- Participate in a full academic school day, with the following average hours as guidelines: Grades 1st-8th 5 hour school day.
- Conduct myself in a respectful, responsible, and safe manner at all Excel Academy functions. I understand that my participation in school functions is a privilege which can be revoked if my behavior is not acceptable.

** Failure to complete mandated school-wide assessments may result in Progress Improvement Notifications (PINS) being issued. Please see the Parent Handbook for a description of the Progress Improvement Notification (PIN) process.*

I, the parent/guardian agree to:

- Prompt, timely, and effective communication with my child's teacher within 24-48 hours school days of being contacted.
- Provide any necessary documentation or information to the school in order to record attendance in compliance with applicable law.
- Provide the school with all required documentation for continued enrollment, such as proof of residency.

- The daily support of the monitoring, verification, and assessment of all subjects/courses outlined in the Master Agreement.
- Attend two scheduled conference meetings at a mutually agreed upon time and location with all necessary paperwork.
- Be responsible for supporting the adequate academic progress of my student as determined by the teacher. Provide submitted work samples, upon request of the teacher or administrative staff at Excel Academy.
- Attend all scheduled meetings throughout the school year as scheduled by the teacher and/or staff at Excel Academy. If a make-up meeting is scheduled by the parent/guardian, it needs to take place within 5 school days of the original meeting. Parents/guardians that reschedule more than twice per calendar year may be subject to a Progress Improvement Notification (PIN).
- Attend all required school meetings with the student, including but not limited to, conferences, SST, 504 Plan, etc., on time and as scheduled, notifying school personnel at least 24 hours prior if cancellation or change is necessary.
 - When any school meeting is held virtually, I agree to show my face and my student's face on camera during the meeting.
 - Utilize the lessons and resources provided by the teacher. The teacher will base the amount of learning that took place during the Learning Period (LP) from participation and work completed.
 - Failure to do so for a period of 5 school days or more, may result in a Progress Improvement Notification (PIN).
- Monitor my student's behavior in all school related classes or activities.
- Support my student in completing intervention requirements (WIN or other), if assigned.
 - Failure to complete interventions for a period of 5 school days or more, can result in a PIN.
 - Complete mandated school-wide assessments such as: CAASPP (ELA, math, and science), i-Ready Diagnostic Assessments, grade-level paper/pencil benchmark assessments, PFT, Initial and Summative ELPAC assessments, Algebra 1 Readiness Assessment (students entering Algebra I only), intervention assessments, and course assessments.
- Provide Excel Academy with in-progress grades if my student enrolls 20 days or more after the start of the semester and understand that in progress grades will be combined with grades earned at the previous school to award the final semester grade.
- Conduct myself in a respectful, responsible, and safe manner at all Excel Academy functions. I understand that my participation in school functions is a privilege which can be revoked if my behavior is not acceptable.
- Provide transportation to my student's scheduled in person meetings and in person school assessments.
- If my student is a designated English Learner, the student will complete the ELD curriculum and ELPAC (English Learner Proficiency Assessments for California), as required by law.
- If my student uses instructional funds for tutoring services, the tutor input does not supersede the day-to-day instruction by the teacher or parent support provided to monitor progress
- Request support from my student's assigned teachers as needed.
- Upon disenrollment, involuntary withdrawal, or the designated due date, all school purchased materials will be returned to Excel Academy. All materials are the property of Excel Academy and are on loan to the student while enrolled at Excel Academy. If any materials are damaged or lost, I may be required to pay the full replacement costs of such items.
- The charter school has an obligation to provide a Free Appropriate Public Education (FAPE) to every student with an Individualized Education Program (IEP). If my student has an IEP and does not access

the special education and related services as outlined in the IEP, the charter school will contact me to schedule an IEP team meeting. The IEP team will discuss the reasons for missed or cancelled sessions as they relate to the students unique needs. Parent participation is expected to address the students' access to necessary supports and services.

** Teacher of Record responsibilities are outlined in the EACS Handbook*

We, the undersigned, read, understand, and agree to comply with all agreements and policies located in the parent/student handbook.

We, the undersigned, read, understand, and voluntarily agree to the terms and conditions of this Independent Study Acknowledgement of Responsibilities Agreement. Our signatures below indicate that we understand and accept our responsibilities in relation to this document.

Student Signature

Date _____

Parent/Guardian/Caregiver Signature

Date _____

Teacher of Record Signature

Date _____



**Excel Academy Charter School Master Agreement
for Independent Study
Virtual Elementary**

Student: Student, John

Student Number:

Address: 123 First Street

Location: Los Angeles, CA 92088 1st Phone Number:

DOB: 01/05/2009

Program Placement: General Education

Contract Term: Full Year

Beginning Date: 09/01/2022

End Date: 06/09/2023

Year: 2022 - 2023

2nd Phone Number:

Grade Level: 5

School for Classroom Option: Los Angeles Unified

It is understood that:

Objectives: The student will complete the courses listed below. All course objectives will be consistent with the established school's governing board and are consistent with the schools or state standards as outlined in the schools subject/course descriptions. Assignment and Work Record (AWR) Forms will include additional descriptions of the major objectives and activities of the courses of study covered by this agreement including the evaluation of student work and are incorporated herein. The term "Course Value" (CV) refers to the number of credits (secondary education) or weeks of work (elementary education) the student will attempt.

Schedule Category Course Value Language Arts 36 weeks, Mathematics 36 weeks, Social Studies 36 weeks, Science 36 weeks, Physical Education 36 Weeks

Methods of Study: Specific methods of study will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Examples of methods of study for the student will include: Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Experiential Learning, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, Community Provider Courses

Specific Resources: The school will provide appropriate instructional materials and personnel necessary to the achievement of progressing through grade level content standards and must include resources that are traditionally available to all public school students. Assignments and specific resources will be designated on the Assignment and Work Record (AWR) and are incorporated herein.

Methods of Evaluation: Academic evaluations will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Other acceptable methods of evaluation include, but are not limited to: Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Tests, Work Samples, Observations, Portfolios, State Standards Testing, Learning Journals, Presentations, Quizzes, Labs, Finals.

Students are required to report to their teacher as scheduled: Manner of Reporting: One-on-One, Small Group, whole group.. Time: 8:30am- 4:30 Day: Mon - Fri. Frequency: daily with a combination of synchronous and asynchronous learning opportunities. Attendance will be collected daily and reported at minimum once every 20 school days. Duration: Full Year. Location: Varies. Communication with parents or guardians may come in the form of in person or virtual meeting, phone call, email, text message, physical letter, and or mailed letters.

Voluntary Statement: It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, instruction may be provided for a student through independent study only if the student is offered the alternative of classroom instruction.

Board Policies: According to the Board Policy for grades Tk through 12, the maximum length of time allowed between when the assignment was made and the date the assignment is due is 20 school days, unless an exception is made in accordance with the Board Policy. After 3 missed assignments, as per Board Policy, an evaluation will be made to determine whether independent study is an appropriate strategy for this student.

Additional Board Policy:

Specific Resources including materials and personnel that will be made available to all students.

The school shall provide specific resources including confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work. The school will provide all school personnel, a credentialed teacher, textbooks, computers and software, supplementary material, educational activities, and community resources.

Academic and Other Supports: The school shall utilize its Multi-Tiered Systems of Support (“MTSS”) to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, foster and homeless youth and pupils requiring mental health support. As a public charter school, EACS follows all rules and regulations contained within the Individuals with Disabilities Education Act (IDEA) and the California Education Code. EACS is committed to providing required services and supports per a pupil’s active Individualized Education Program (“IEP”) where applicable. Policies, procedures, and guidelines are in place to ensure that students are identified, assessed, and provided a free appropriate public education (“FAPE”) in the least restrictive environment (“LRE”). EACS additionally complies with Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to public education for all students with disabilities. The school shall provide specific resources including confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.

Missed Assignments and Satisfactory Progress: An evaluation shall be completed to determine whether it is in the best interests of the student to remain in independent study under the following circumstances:

1. In the event that three or more identified assignments are missed in a learning period; and
2. In the event Student’s educational progress falls below satisfactory levels as determined by the Charter School’s Satisfactory Educational Progress Policy and procedure which considers ALL of the following indicators:
 - a. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in the Education Code Section 52060(d) paragraphs (4) and (5).
 - b. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - c. Learning required concepts, as determined by the supervising teacher.
 - d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

This evaluation will be documented in the attendance record and learning record documents and will be maintained as a mandatory interim student record which shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

Parent/Guardian Progress Communication

The Charter School has adopted tiered re-engagement strategies for all pupils who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the written agreement

pursuant to Education Code Section 5747(g). These procedures are as follows: Verification of current contact information for each enrolled pupil; Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation; A plan for outreach from the school to determine pupil needs including connection with health and social services as necessary; An Early Intervention/Re-Engagement letter will be sent via email or hard copy to parents, guardians, or caregivers who are making unsatisfactory educational progress. A preventative meeting will be scheduled to offer resources, including connection with health and social services as needed. An Attendance Intervention Meeting (AIM) will be held once a student receives a second Progress Improvement Notification (PIN) to determine if it is in the best interest of the student to remain in independent study. The meeting shall include a review of the pupil's written master agreement, and reconsideration of the independent study program's impact on the pupil's achievement and well-being. If the student and parent/guardian elect to stay enrolled, the team will develop an agreement to help support the student to make satisfactory educational progress, including additional resources and supports. If the student continues to make unsatisfactory educational progress, then a third Progress Improvement Notification (PIN) will be given and an internal evaluation will be conducted to determine whether it is in the best interest of the student to remain in independent study. If the evaluation finds that it is not in the student's best interest to remain in independent study, the student may be removed in accordance with the process outlined in Board Policy 6115 on Attendance, Progress Notification (PIN), and Involuntary Withdrawal.

Tiered Reengagement Strategies

The school shall provide specific resources including confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work. The school will provide all school personnel, a credentialed teacher, textbooks, computers and software, supplementary material, educational activities, and community resources. Academic and Other Supports: The school shall utilize its Multi-Tiered Systems of Support (MTSS) to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, foster and homeless youth, and pupils requiring mental health support. As a public charter school, EACS follows all rules and regulations contained within the Individuals with Disabilities Education Act (IDEA) and the California Education Code. EACS is committed to providing required services and supports per a pupil's active Individualized Education Program (IEP) where applicable. Policies, procedures, and guidelines are in place to ensure that students are identified, assessed, and provided a free appropriate public education (FAPE) in the least restrictive environment (LRE). EACS additionally complies with Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to public education for all students with disabilities. The school shall provide specific resources including confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work. Missed Assignments and Satisfactory Progress: An evaluation shall be completed to determine whether it is in the best interests of the student to remain in independent study under the following circumstances: In the event that three or more identified assignments are missed in a learning period; and In the event Student's educational progress falls below satisfactory levels as determined by the Charter School's Satisfactory Educational Progress Policy and procedure which considers ALL of the following indicators: The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in the Education Code Section 52060(d) paragraphs (4) and (5). The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments. Learning required concepts, as determined by the supervising teacher. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher. This evaluation will be documented in the attendance record and learning record documents and will be maintained as a mandatory interim student record which shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school

No show Withdrawal: If a student fails to communicate with the school within the first two school days of enrollment a letter will be sent to initiate a no show withdrawal.

Additional Courses: may be added to this agreement as needed if the agreement is re-signed and re-dated by the teacher and the student.

Signatures and Dates: I have read and I understand the terms of this agreement, and agree to all provisions set forth.

Student Signature Date

Parent/Guardian/Caregiver Signature Date

Supervising Teacher Signature Date

Other Signature Date

Other Signature Date

Coversheet

Consent - Personnel Services

Section: VII. Consent
Item: C. Consent - Personnel Services
Purpose:
Submitted by:
Related Material: EACS BUS - Job Descriptions 8_8_22.pdf
Compliance Coordinator JD-2022_23 HRD (1).pdf
Office & Special Projects Manager JD-2022_23 HRD.pdf
2022-2023 Teacher on Special Assignment - School Literacy .pdf
2022-2023 Arts & Muisic Teacher JD.pdf
2022-2023 Teacher on Special Assignment - Special Programs .pdf
2022-2023 Teacher on Special Assignment College.pdf
2022-2023 Teacher on Special Assignment EL.pdf
22_23 Virtual Middle School Teacher JD.pdf
Community Outreach Coordinator JD-2022_23 HRD .pdf
Employee Handbook January 2022 - EACS.pdf
ToR Manual Combined - 22_23.pdf
ELD Handbook for ToRs 22_23 - INT .pdf

BACKGROUND:

Item: Approval of Teacher of Record (ToR) Manual

Background: The ToR Manual provides an at-a-glance view of each Excel Academy department. This is a quick reference for ToRs to quickly access and view important department documents. Included in the manual are policies, procedures, and responsibilities for credentialed staff.

It is recommended the Board approve the Teacher of Record Manual as presented.

Item: Approval of EACS Employee Handbook Revisions

Background: The Excel Academy Charter School Employee Handbook was updated to reflect change in insurance benefit eligibility and probationary period requirement.

Item: Approval of EACS English Learner Handbook for ToRs

Background: The EACS English Learner Handbook for ToRs offers answers for frequently asked questions, explains the details of our English Learner program, outlines the ToR's role in supporting English Learners, and includes links to helpful resources.

RECOMMENDATION:

It is recommended that the board approve these items as presented.

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item:

Date: August 8, 2022

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X_____

Item is for Information Only:

Item: Approval of Job Descriptions

Background:

Revisions

Compliance Coordinator

- Revisions to the Compliance Coordinator job description was made to include training and oversight to the incoming Registrar, as well as transcript uploads for the High School team.

Office & Special Projects Manager

- Revisions have been made to remove all events and oversight responsibilities, and add more details regarding shipping items to families.

New

Arts & Music Teacher

The virtual teacher must be available to teach students in grades TK-8 daily by providing engaging lessons in the areas of Art and Music.

Community Outreach Coordinator

The Community Outreach Coordinator will facilitate outreach in the community to support students and families. Emphasis will be placed on community outreach in various regions to build awareness of Excel Academy Charter School and building partnerships within the community, on education platforms, public libraries, and more. Partnerships will include but not be limited to expanding literacy and awareness of community.

Teacher on Special Assignment - College

Under the direction of the High School Principal, the TOSA of College Credit Literacy programs will facilitate the successful design, coordination and implementation of college credit literacy programs.

Teacher on Special Assignment - English Learner

Under the direction of the Assistant Director of Intervention, the TOSA of the English Learner literacy program will facilitate the successful design, coordination and implementation of instructional programs for English learners . The TOSA will be responsible for support, training and consultation to administrators, and teachers to facilitate participation in the program and perform a variety of technical tasks relative to assigned areas of responsibility.

Teacher on Special Assignment - School Literacy

Under the direction of the Assistant Director of Intervention, the TOSA of School Literacy will facilitate the successful design, coordination and implementation of instructional school literacy programs. The TOSA will be responsible for support, training and consultation, to administrators, and teachers to facilitate participation in the program. The TOSA will perform a variety of technical tasks relative to assigned areas of responsibility

Teacher on Special Assignment - Special Programs

Under the direction of the Assistant Director of Intervention, the TOSA of MTSS will facilitate the successful design, coordination and implementation of MTSS programs including but not limited to: academic intervention, social emotional learning (SEL), English language development (ELD), positive behavior intervention (PBIS), gifted & talented education (GATE) and homeless, migratory & foster youth. The TOSA will be responsible for support, training and consultation to administrators, teachers, and parents,, to facilitate participation in the program. The TOSA will perform a variety of technical tasks relative to assigned areas of responsibility.

Virtual Middle School Teacher

Virtual Middle School Teachers prepare and implement an approved curriculum for a core middle school course, providing the weekly class and an additional office hour for support. They work alongside the assigned ToR to ensure adequate progress is made in the state standards and communicate student progress and grades with parents.

Fiscal Impact:

None



Compliance Coordinator/ Lead Registrar

Job Description

Reports To:	Director of Operations and Director of Assessment & Accountability
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	Classified Salary Schedule
Work Schedule:	12 Months
Location:	Onsite and remote Office

Position Summary:

The Compliance Coordinator is responsible for managing compliance functions in both School Pathways and Calpads, alongside the Director of Operations and Director of Assessment & Accountability, including reviewing attendance claim submissions, assessment administration, compliance and reporting. The Compliance Coordinator will work closely with the high school team to ensure compliance and accuracy in all transcripts and work permits.

Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Employer Requirements:

- Two (2) years of related experience preferred

State Requirements:

- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

ESSENTIAL FUNCTIONS and RESPONSIBILITIES:

Enrollment & Attendance:

- Review student Master Agreements for proper dates and signatures.

*Registrar Job Description
Board Approved: May 2022*

- Correct any and all anomalies pertaining to attendance in SIS and communicate additional steps necessary to staff members as needed.
- Review and manage attendance sheets and withdrawals for each earning Period.
- Reach out to student’s new schools to confirm enrollment
 - If a new school does not exist, reach out to parents to confirm placement of student enrollment.
 - Pull SSIDs when necessary
- Corrects CALPADS anomalies during monthly ConCurrent Enrollment Calpads Checks.
- Collaborates with the enrollment team on concurrent enrollment reports that arise throughout the year; notifies the ToR of any adjustments needed on various reports (AWRs, Grid Logs, attendance, funding adjustments) ; ensures accuracy of student information in School Pathways and online purchasing system (OPS) as well as any supporting documents where enrollment information is required.
- Collaborate and train admissions clerks on approving grid logs and attendance; provide additional support in locating missing grid logs and re-setting a grid log for a ToR.
- Trains administration, support staff and teachers in proper attendance and compliance procedures.
- Attend training and professional development with School Pathways and/or other relevant vendors.
- Train and oversee registrar and weekly duties pertaining to attendance, student files, and work permits.
- Complete transcript uploads and upkeep for all students taking High School level courses.

Reporting:

- Works alongside Director of Operations in P1 and P2 reporting
- Assists the Director of Operations in compiling data and submits the CBEDs report, Fall 2 report, and EOY reporting within the mandatory deadlines.
- Updates Admin on CALPADS CCE, ERDs, SSIDs, and reviews any special program assignments.
- Works with school administration to complete requested tasks and deliver reports.

Assessment:

- Assist the Director of Assessment and Accountability with ELPAC testing; administering assessments and sending out correspondence to parents.
- Document and send EL and RFEP letters and score reports to parents.
- CAASPP assistance: spreadsheet monitoring, correspondence, troubleshooting
- Input and administer mid-year i-Ready tests.
- Assist with entering PFT data

High School:

- Review high school transcripts to ensure our school obtains a complete record of grades from the previous school.
- Request missing high school transcripts if necessary.
- Enter previous school transcripts into SIS from as they are written.
- Ensures the student meets the GPA requirement to obtain a work permit.
 - Review what type of form is being requested.

*Registrar Job Description
Board Approved: May 2022*

- Based on the form type, carry out the functions as necessary; review requests with TOR, review the place and employment of work, then compile findings to send to the counselor for final review.
- Review students' grades and confirm students have met Excel Academy's GPA requirement to enroll in community college courses.

Other Duties:

Any an all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Represent the school at community events.
- Supports testing sites as needed during the testing season
- Attend professional development

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel as required
- Ability to work overtime as assigned if applicable
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

*Registrar Job Description
Board Approved: May 2022*

Employee Signature

Printed Name

Date

*Registrar Job Description
Board Approved: May 2022*



Office & Special Projects Manager

Job Description

Reports To:	Operations Coordinator
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	Classified Range 6, Steps 1-5
Work Schedule:	12 months
Location:	School/Remote Office

Job Summary: The Office & Special Projects Manager works at a high level of independence to perform complex administrative duties to support the operations of the school. Ensure smooth and efficient office operations: plans work, coordinates schedules, and provides training, direction and oversight to assigned office staff.

Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and or ability required.

Qualifications (Determined by the Employer):

- BA or BS from an accredited college or university preferred.
- At least four years as a member of an office staff or two years as a supervisor or coordinator in an office setting.

State and Federally Mandated Qualifications:

- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Technical Skills:

- Input data; initiate queries and generate computerized reports as requested.

*Office & Special Projects Manager Job Description
Board Approved: May 2022*

- Establish and maintain automated records and files; assure accuracy of input and output data; and submit reports to appropriate personnel.
- Process and evaluate third party forms and applications on behalf of the school
- Duplicate and distribute materials as needed.
- Prepare and assure proper completion of reimbursement forms.
- Conduct payment status calls.

Management/Compliance Skills:

- Take the lead in making decisions that reflect the overall production of day to day tasks in the office; Exercise discretion and independent judgment with respect to matters of significance.
- Post Board meeting, Special Board meeting agendas 72 hours ahead of meeting
- Run live Board meeting from 1 Technology, regardless of time
- Maintain appropriate facility management and maintenance, including but not limited to opening and closing physical office location to prevent liability concerns.
- Maintain Building Safety compliance; Determine and manage key holders.
- Manage the operations of the office, determine office needs, and ensure a safe work environment in the office.
- Monitor inventory levels of office supplies; order, receive and maintain inventory of office supplies.
- Ensures tracking and sending out third PINs, third party review and Involuntary withdrawal notifications via certified mail.

Communication Skills:

- Answer all routine and non-routine questions and direct calls to appropriate parties or departments. Arrange physical meetings and conference calls. Work in cooperation with other departments and office staff to cover inquiries as needed.
- Welcome any walk-in families and answer their questions, provide information about our school.
- Prepare and record all certified mail, FedEx, UPS packages
- Prepare UPS labels for remote staff or families
- Sorts, forwards, and distributes mail.
- Support Admissions, Community departments and Registrar throughout the year by answering phones, making appointments, working with families in year duties as needed..
- Assists Executive Director with authorizer relations by maintaining communication and ensuring accurate tracking and receipt of crucial documents and packages..

Facility Management and Maintenance:

Inquire and research more cost effective ways to run the physical office operations: phones, copier lease, postage lease, cell phones, hotspots.

Drive to authorizers to drop/pick up items

*Office & Special Projects Manager Job Description
Board Approved: May 2022*

Drive to staff to deliver needed materials
Prepare office for guests and/or staff meetings
Create or change work stations in the office to accommodate new employees
Place signage, photos, art and decor and make any needed repairs on office walls
Train incoming office staff on basic office functions
Equip incoming staff with necessary materials and equipment
Maintain professional office appearance
Wash tablecloths and kitchen towels

Community and Assessment Support:

- Assists the AD of Assessment & Special Programs in facilitating the operations of testing sites during testing seasons.
 - Ship Chromebooks to students and prepare shipping labels for their return in many cases.
 - Organize and ship ELPAC materials and technology to proctors and students
 - Assist with coordinating and effectively running CAASPP testing.
 - Prepare sites by setting-up & tearing-down.
 - Tracking all electronics and property of the school;
 -
 - Organizes and facilitates the school's bi yearly staff meetings. sets up, tears down,
 - Arrives at the location no later than one hour prior to the meeting in order to set up or assists with the creation of a set up/tear down sign-up sheet and schedule
 - Prepare and ship marketing materials to ToRs for park days.
 - Generate and mail certificates and giveaways for the Kindergarten class

Other Duties:

Any an all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.
- Supports testing sites as needed during the testing season.
- Attend professional development.

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel as required
- Ability to work overtime as assigned if applicable.
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

*Office & Special Projects Manager Job Description
Board Approved: May 2022*

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Printed Name

Date

Employee Signature



Teacher on Special Assignment
School Literacy
Job Description

Department:	Education
Reports To:	Assistant Director of Intervention
FLSA Status:	Exempt
Job Classification:	Certificated
Pay Range:	ToR Salary Schedule
Work Schedule:	11 months
Position Location:	Remote Office

Job Summary: *Under the direction of the Assistant Director of Intervention, the TOSA of School Literacy will facilitate the successful design, coordination and implementation of instructional school literacy programs. The TOSA will be responsible for support, training and consultation, to administrators, and teachers to facilitate participation in the program. The TOSA will perform a variety of technical tasks relative to assigned areas of responsibility.*

Qualifications (Determined by the Employer):

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- Bachelor's Degree

State and Federally Mandated Qualifications:

- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provides early intervention and literacy programs for pupils in preschool to grade 3

TOSA Literacy Program Job Description
Board Approved: August 2022

- Create an online school virtual library and develop relationships with local public libraries to ensure access to program students.
- Supports expanded learning opportunities and programs in relationship to literacy.
- Provides instruction and services consistent with the California Community Schools Partnership Act.
- Provides tutoring or one on one small group instruction and support.
- Identifies and address barriers to learning to support literacy program learners.
- Provides additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.
- Develops and implements interventions for pupils in need of targeted literacy support.
- Develops a school literacy plan that includes goals and actions to improve literacy, acquisition for pupils in preschool, if applicable, and kindergarten or any of grades 1 to 3, inclusive.
- The plan shall identify metrics to measure progress toward the goals and actions.
- Acts as literacy coach and reading specialist to support educators and pupils in improving literacy instruction and pupil outcomes.
- Increases access to evidence-based literacy instruction, through strategies, including, but not limited to, any of the following:
- Develops and implements culturally responsive curriculum and instruction.
- Provides professional development for ToR's and school leadership in literacy instruction and the use of data to identify and support struggling pupils.
- Provides professional development for ToR's and school leadership regarding implementation of literacy curriculum and its framework.
- Establishes an evidence-based family literacy initiative, which includes:
 - Family literacy plans that identify literacy and biliteracy goals, benchmarks, and roles for all family members.
 - Virtual visits to engage families in how to best support their pupils and every family member in reaching their literacy goals.
 - Extended-day programs, family institutes related to literacy and biliteracy.
 - Public and Virtual School library partnerships, including digital tools to support whole family literacy.

Advice and Support:

The TOSA is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational intervention strategies is necessary. This knowledge must include, but is not limited to, familiarity with the following:

- Common Core state standards
- Curricular options to meet the standards
- Varying learning styles and teaching philosophies
- Intervention subscriptions, supplemental curriculum, etc
- Distance learning

Intervention teacher responsibilities:

- Demonstrate proficiency in literacy curricula.
- Prepare lesson plans for small group instruction.

*TOSA Literacy Program Job Description
Board Approved: August 2022*

- Provide small group instruction; analyze & document student progress or lack thereof throughout the course.
- Administer student assessments as advised.
- Attend team meetings.
- Communicate with the team to provide coverage and substitute plans in case of an absence.
- Foster supportive and professional relationships with students & parents alike.
- Maintains professional competence through in-service educational activities provided by the school and other professional growth activities.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

Other Duties:

Any an all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.
- Attend professional development.

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel as required
- Ability to work overtime as assigned if applicable.
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position.

*TOSA Literacy Program Job Description
Board Approved: August 2022*

Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Incumbents will disclose all other employment if applicable and agree to not work for a competing charter. Furthermore, if it does so without disclosing, can be terminated.

Employee Signature

Printed Name

Date



Arts & Music Teacher

Job Description

Department:	Education
Reports To:	Elementary Principal & Secondary Principal
FLSA Status:	Exempt
Job Classification:	Certificated
Stipend Pay Range:	Virtual Teacher Salary Schedule
Work Schedule:	11 months
Position Location:	Remote Office

Job Summary: The virtual teacher must be available to teach students in grades TK-8 daily by providing engaging lessons in the areas of Art and Music.

Qualifications (Determined by the Employer):

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- Bachelor's Degree

State and Federally Mandated Qualifications:

- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License,

ESSENTIAL DUTIES AND RESPONSIBILITIES

Advice and Support:

The virtual teacher is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available is necessary. This knowledge must include, but is not limited to, familiarity with the following:

- CA state standards
- Curricular options to meet the standards

*Virtual Teacher Job Description
Board Approved: August 2022*

- Online learning approaches and teaching philosophies
- School and community in-services
- Internet resources
- Distance learning

Virtual teacher responsibilities:

- Familiarize themselves with designated curriculum assigned for subject area(s) being taught
- Prepare and present grade level appropriate lessons
- Advertise lessons in advance to families through the Elementary and Secondary monthly newsletter and other school related social media
- Teach daily virtual lessons to grades TK-8.
- Record daily attendance
- Send monthly re-engagement letters to all eligible families
- Maintain professional competence through in-service educational activities provided by the school and other professional growth activities.
- Maintenance of frequent communication and engagement with direct supervisors, colleagues, students' families, and other stakeholders
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

Other Duties:

Any and all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management on all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.
- Supports testing sites as needed during the testing season
- Attend professional development.

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in the Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel when necessary
- Ability to work overtime as assigned if applicable.
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*Virtual Teacher Job Description
Board Approved: August 2022*

- Sitting or standing for extended periods of time
 - Lifting objects up to 50 pounds with or without assistance
 - Noise level is generally moderate
 - Meetings conducted in public and private settings
 - Indoor and outdoor in varying temperatures
 - Employee must have available transportation and be able to drive up to 100 miles in a day
-

Employee Acknowledgement:

-The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

-Incumbents will disclose all other employment if applicable and agree to not work for a competing charter. Furthermore, if it does so without disclosing, can be terminated.

Employee Signature

Printed Name

Date



**Teacher on Special Assignment
MTSS (Multi-Tiered System of Support)**
Job Description

Department:	Education
Reports To:	Assistant Director of Intervention
FLSA Status:	Exempt
Job Classification:	Certificated
Pay Range:	ToR Salary Schedule
Work Schedule:	11 months
Position Location:	Remote Office

Job Summary: *Under the direction of the Assistant Director of Intervention, the TOSA of MTSS will facilitate the successful design, coordination and implementation of MTSS programs including but not limited to: academic intervention, social emotional learning (SEL), English language development (ELD), positive behavior intervention (PBIS), gifted & talented education (GATE) and homeless, migratory & foster youth. The TOSA will be responsible for support, training and consultation to administrators, teachers, and parents,, to facilitate participation in the program. The TOSA will perform a variety of technical tasks relative to assigned areas of responsibility.*

Qualifications (Determined by the Employer):

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- Bachelor's Degree

State and Federally Mandated Qualifications:

- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

ESSENTIAL DUTIES AND RESPONSIBILITIES

*TOSA MTSS Job Description
Board Approved: August 2022*

- Provides early intervention and/or identification of students who would benefit from the program (GATE, PBIS, SEL, ELD, academic intervention, etc.)
- Develops and implements culturally responsive programs.
- Develops relationships with local agencies to support the program/s assigned and supports expanded learning opportunities and programs in relationship to the specific program/s assigned.
- Provides instruction and services consistent with the California Community Schools Partnership Act.
- Focuses on community outreach in various regions (San Diego and Orange County) to build awareness of EACS school MTSS programs and to encourage literacy support (work alongside the Director of Assessment and Accountability).
- Provides tutoring or other one on one small group instruction and support.
- Identifies and addresses barriers to student success in the program.
- Develops and implements interventions for pupils in need of additional support.
- Develops a school plan that includes goals and actions to improve the assigned MTSS program/s, The plan shall identify metrics to measure progress toward the goals and actions.
- Acts as program coach to support teachers, parents, and students to improve pupil outcomes.
- Provides professional development for ToRs and school leadership regarding the implementation of the assigned program/s, and the use of data to identify and support pupils for the assigned MTSS program/s.
- Establishes an evidence-based family initiative, which includes:
 - Virtual visits to engage families in how to best support their pupils in their program/s.
 - Extended-day programs, family institutes related to MTSS programs.

Advice and Support:

The TOSA is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational intervention strategies is necessary. This knowledge must include, but is not limited to, familiarity with the following:

- Common Core state standards
- Curricular options to meet the standards
- Varying learning styles and teaching philosophies
- Intervention subscriptions, supplemental curriculum, etc
- Distance learning

Intervention teacher responsibilities:

- Demonstrate proficiency in curricula/programs.
- Prepare lesson plans for small group instruction.
- Provide small group instruction; analyze & document student progress or lack thereof throughout the course.
- Administer student assessments as advised.
- Attend team meetings.
- Communicate with the team to provide coverage and substitute plans in case of an absence.
- Foster supportive and professional relationships with students & parents alike.
- Maintains professional competence through in-service educational activities provided by the school and other professional growth activities.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and

*TOSA MTSS Job Description
Board Approved: August 2022*

parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

Other Duties:

Any and all other duties assigned by the supervisor including but not limited to:

- Document and report to the school’s management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.
- Attend professional development.

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel as required
- Ability to work overtime as assigned if applicable.
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Incumbents will disclose all other employment if applicable and agree to not work for a competing charter. Furthermore, if it does so without disclosing, can be terminated.

Employee Signature

Printed Name

Date

*TOSA MTSS Job Description
Board Approved: August 2022*



**Teacher on Special Assignment
College Credit/Intervention Program**
Job Description

Department: Education
Reports To: High School Principal
FLSA Status: Exempt
Job Classification: Certificated
Pay Range: ToR Salary Schedule
Work Schedule: 11 months
Position Location: Remote Office

Job Summary: *Under the direction of the High School Principal, the TOSA of College Credit Literacy programs will facilitate the successful design, coordination and implementation of college credit literacy programs.*

Qualifications (Determined by the Employer):

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- Bachelor's Degree

State and Federally Mandated Qualifications:

- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develops credit-deficient programs that enable pupils to complete graduation or grade level promotion requirements to increase or improve pupils' college eligibility.

*TOSA College Credit Program Job Description
Board Approved: Aug 2022*

- Ensure pupil access to instruction for credit-deficient programs to complete graduation or grade promotion requirements; and increase or improve college eligibility.
- Provides additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning to understand college eligibility.
- Supports expanded learning opportunities and programs in relationship to college eligibility.
- Provides instruction and services consistent with the California Community Schools Partnership Act.
- Provides tutoring or other one-on-one or small group learning support High School students with credit deficit.
- Integrates pupil support to address barriers to learning and increase college eligibility.
- Providing professional development for ToRs and school leadership in college credit literacy and graduation requirements.

Advice and Support:

The TOSA is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational intervention strategies is necessary. This knowledge must include, but is not limited to, familiarity with the following:

- Common Core state standards
- High School Graduation Requirement
- College credit options to meet the standards
- Varying learning styles and teaching philosophies
- Distance learning

Intervention teacher responsibilities:

- Demonstrate proficiency in graduation standards.
- Prepare lesson plans for small group instruction.
- Provide small group instruction; analyze & document student progress or lack thereof throughout the course.
- Administer student assessments as advised.
- Attend team meetings.
- Prepare and send student progress reports..
- Foster supportive and professional relationships with students & parents alike.
- Maintains professional competence through in-service educational activities provided by the school and other professional growth activities.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

Other Duties:

Any an all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

*TOSA College Credit Program Job Description
Board Approved: Aug 2022*

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.
- Attend professional development.

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel as required
- Ability to work overtime as assigned if applicable.
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Incumbents will disclose all other employment if applicable and agree to not work for a competing charter. Furthermore, if it does so without disclosing, can be terminated.

Employee Signature

Printed Name

Date



Teacher on Special Assignment
English Learner Literacy Program
Job Description

Department:	Education
Reports To:	Assistant Director of Intervention
FLSA Status:	Exempt
Job Classification:	Certificated
Pay Range:	ToR Salary Schedule
Work Schedule:	11 months
Position Location:	Remote Office

Job Summary: *Under the direction of the Assistant Director of Intervention, the TOSA of the English learner literacy program will facilitate the successful design, coordination and implementation of instructional programs for English learners . The TOSA will be responsible for support, training and consultation to administrators, and teachers to facilitate participation in the program and perform a variety of technical tasks relative to assigned areas of responsibility.*

Qualifications (Determined by the Employer):

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- Bachelor's Degree

State and Federally Mandated Qualifications:

- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provides early English learner programs for pupils in preschool to grade 3.
- Supports expanded English language learning opportunities and programs to all students.

TOSA English Language Learners Program Job Description
Board Approved: Aug 2022

- Provides instruction and services consistent with the California Community Schools Partnership Act.
- Provides tutoring or other one-on-one or small group learning support.
- Integrates pupil support to address barriers to learning the English language.
- Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil English language learning.
- Develops school literacy programs to better support English learners.
- Develop and implement interventions for pupils in need of targeted literacy support.
- Develops school English learner literacy plan that includes goals and actions to improve both literacy and language acquisition for pupils in preschool, if applicable, and kindergarten or any grade 1 to 3. The plan shall identify metrics to measure progress toward the goals and actions.
- Providing bilingual reading specialists support for dual language acquisition and English language development programs.
- Developing and implementing culturally responsive curriculum and instruction.
- Providing professional development for educators and school leaders in literacy instruction and the use of data to identify and support struggling pupils.
- Increased access to evidence-based literacy instruction, through strategies, including, but not limited to, any of the following:
- Establishing an evidence-based family literacy initiative, which includes the following:
 - Family literacy plans that identify literacy and biliteracy goals, benchmarks, and roles for all family members.
 - Engage families in how to best support their pupils and every family member in reaching their literacy goals.
 - Extended-day family institutes related to literacy and biliteracy.
 - Learning programs to establish literacy and biliteracy support programs and literacy enrichment programs during school

Advice and Support:

The TOSA is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational intervention strategies is necessary. This knowledge must include, but is not limited to, familiarity with the following:

- Common Core state standards
- CA ELD standards
- Curricular options to meet the standards
- Varying learning styles and teaching philosophies
- English language development subscriptions, supplemental curriculum, etc
- Distance learning

Intervention teacher responsibilities:

- Demonstrate proficiency in English language development curricula.
- Prepare lesson plans for small group instruction.
- Provide small group instruction; analyze & document student progress or lack thereof throughout the course.
- Administer student assessments as advised.

*TOSA English Language Learners Program Job Description
Board Approved: Aug 2022*

- Attend team meetings.
- Prepare and send student progress reports.
- Foster supportive and professional relationships with students & parents alike.
- Maintains professional competence through in-service educational activities provided by the school and other professional growth activities.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

Other Duties:

Any an all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.
- Attend professional development.

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel as required
- Ability to work overtime as assigned if applicable.
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Incumbents will disclose all other employment if applicable and agree to not work for a competing

*TOSA English Language Learners Program Job Description
Board Approved: Aug 2022*

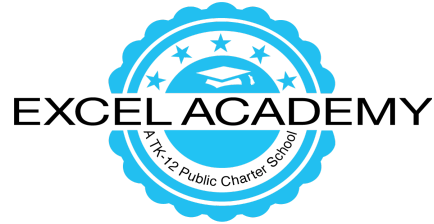
charter. Furthermore, if it does so without disclosing, can be terminated.

Employee Signature

Printed Name

Date

*TOSA English Language Learners Program Job Description
Board Approved: Aug 2022*



Virtual Middle School Teacher
Job Description

Department:	Education
Reports To:	Virtual Elementary Coordinator
FLSA Status:	Exempt
Job Classification:	Certificated
Stipend Pay Range:	ToR Salary Schedule
Work Schedule:	185, 11 months
Position Location:	Remote Office

*If course enrollment does not exceed or equal one (1) student by the end of the first LP of the semester, that course may be dropped and all subsequent compensation for that course to the employee will cease.

Job Summary: Virtual Middle School Teachers prepare and implement an approved curriculum for a core middle school course, providing the weekly class and an additional office hour for support. They work alongside the assigned ToR to ensure adequate progress is made in the state standards and communicate student progress and grades with parents.

Qualifications (Determined by the Employer):

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- Bachelor's Degree

State and Federally Mandated Qualifications:

- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Advice and Support:

The virtual teacher is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available is necessary. This knowledge must include, but is not limited to, familiarity with the following:

Virtual Teacher Job Description
Board Approved: August 2022

- School and Common Core state standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services
- Internet resources
- Distance learning
- Community college opportunities
- Credit recovery options

Virtual teacher responsibilities:

- Familiarize themselves with the chosen curricula.
- Prepare an approved syllabi for each course.
- Teach up to two virtual courses per week in a core subject area.
- Conduct weekly office hour(s) (one for each course) to provide additional support for students.
- Grade all assignments for the courses that aren't autograded by curriculum.
- Provide grades for students enrolled in the courses.
- Maintain professional competence through in-service educational activities provided by the school and other professional growth activities.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

Other Duties:

Any an all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.
- Supports testing sites as needed during the testing season
- Attend professional development.

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel as required
- Ability to work overtime as assigned if applicable.
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*Virtual Teacher Job Description
Board Approved: August 2022*

- Sitting or standing for extended periods of time
 - Lifting objects up to 50 pounds with or without assistance
 - Noise level is generally moderate
 - Meetings conducted in public and private settings
 - Indoor and outdoor in varying temperatures
 - Employee must have available transportation and be able to drive up to 100 miles in a day
-

Employee Acknowledgement:

-The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

-Incumbents will disclose all other employment if applicable and agree to not work for a competing charter. Furthermore, if it does so without disclosing, can be terminated.

Employee Signature

Printed Name

Date



Community Outreach Coordinator

Job Description

Reports To:	Director of Assessment and Accountability
FLSA Status:	Exempt
School Classification:	Certificated
Stipend Pay Range:	Tier 3, Technical Oversight Stipend \$600 per month,
Work Schedule:	11 Months, (4) hours per week
Location:	Remote Office

Job Summary:

The Community Outreach Coordinator will facilitate outreach in the community to support students and families. Emphasis will be placed on community outreach in various regions to build awareness of Excel Academy Charter School and building partnerships within the community, on education platforms, public libraries, and more. Partnerships will include but not be limited to expanding literacy and awareness of community.

Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the qualifications and skills required.

Qualifications (Determined by the Employer):

- Employee in good standing with the employer, with time available to complete stipend responsibilities without interfering with the completion of their primary duties.
- A valid, current, and appropriate California state teaching credential for teaching staff.
- State and Federally Mandated Qualifications:
- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

Special Requirements

Residency in the locality to which assigned

Employee will be assigned to one of the following regions:

*Community Outreach Coordinator Job Description
Board Approved: August 2022*

- Orange County: Laguna Niguel/Mission Viejo, Fullerton/Anaheim, Long Beach/Seal Beach, Huntington Beach
- LA-Hawthorne (West Coast)
- LA-Burbank/Pasadena
- LA/Ventura-Thousand Oaks
- San Bernardino/Chino Hills
- Riverside-Riverside, Murrieta/Temecula
- San Diego

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Lead 2-3 Community recruitment events per month.
- Research, develop, organize and host all elements of the community recruitment events; this includes research, design, development, and execution of events.
- Market community recruitment events to the public and internally to current students and families.
- Research local education publications, social media, and influencers to develop partnerships and market through multiple platforms.
- Share marketing materials with local businesses, preschools, libraries, community/civic centers
- Build partnerships with community providers and distribute swag and school information.
- Make the Community Team aware of upcoming events in your assigned region to add to the Excel Academy monthly newsletter.
- Collaborate with Community Team to highlight upcoming events in assigned region on social media; develop connections in regions through advertisements in public locations (i.e. sharing Excel Academy rack cards, pamphlets).
- Coordinate with the Community Team to arrange for promotional materials at local events if the Community Team is unavailable.
- **Other Duties:**
Any an all other duties assigned by the supervisor including but not limited to:
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel as required.
- Ability to work overtime as assigned if applicable.
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

*Community Outreach Coordinator Job Description
Board Approved: August 2022*

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

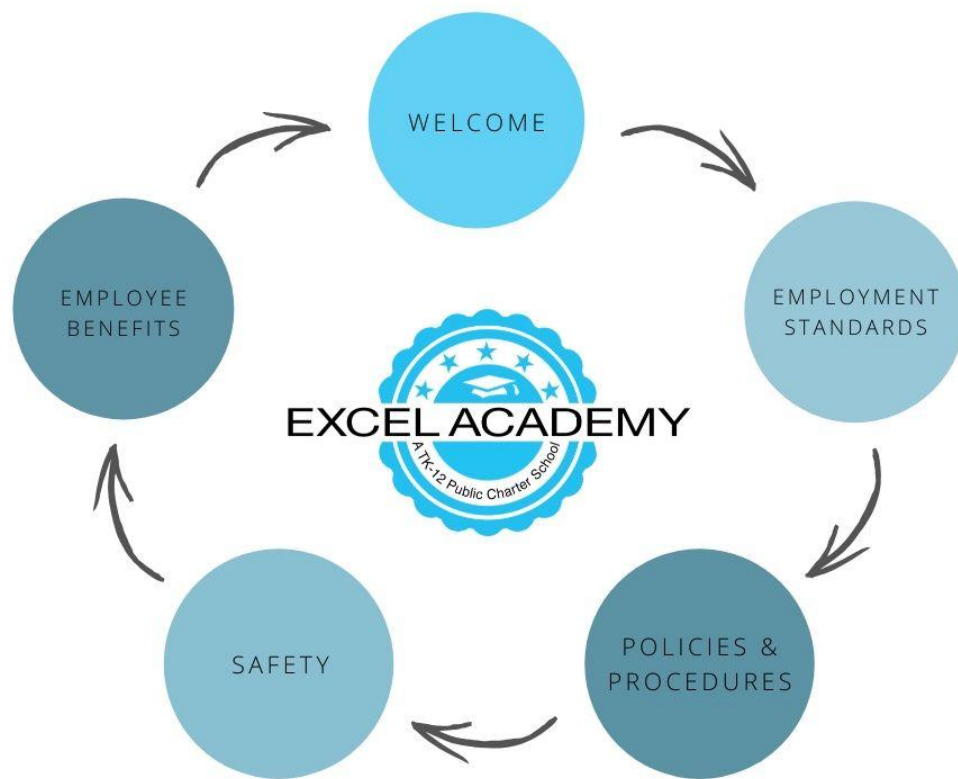
Employee Signature

Printed Name

Date

Employee Handbook

August 2022



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

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Welcome!

We are thrilled to welcome you to Excel Academy Charter School! You are joining a team of dedicated, award winning educators and loyal, hard working support staff! As a school we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

We truly value our employees and have developed this Employee Handbook (handbook) to assist you with understanding our policies, procedures, and performance expectations. As the employee you are responsible for reading and understanding the handbook as well as any posted revisions. If you have any questions or need clarification please don't hesitate to reach out to our HR specialist Megan Anderson or designated HR or payroll staff. Our goal is that you take pride in your role at Excel Academy as you play an instrumental role in the life of a student and their family. We sincerely hope that you will find your employment here at Excel Academy Charter School to be one of enrichment, collaboration, and an overall professionally rewarding experience.

Best wishes for a wonderful school year!

The Excel Academy Leadership Team

Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with Excel Academy Charter Schools ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes any and all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes must be in writing and must be signed by the CEO or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School. Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change — the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School's mission, vision, and values. School policy prohibits unlawful discrimination based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The School's management is responsible for adherence to this policy; however, in the final analysis, attainment of this goal of equal employment opportunity and enrichment through diversity depends on the commitment and good faith effort of everyone.

The School will comply with all applicable equal employment and discrimination laws, including Title IX, the California Fair Employment and Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and all other applicable laws. Additionally, Title IX prohibits discrimination on the basis of sex in education programs or activities by recipients of federal financial assistance. The School does not discriminate in the educational program or any activities which it operates, including employment in such programs and activities.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation

and compensation, and discipline/dismissal practices annually.

In accordance with the School's Equal Employment and Nondiscrimination Policies, the School designates the following position(s) as the Title IX Coordinator and Coordinator for Nondiscrimination in Employment:

Corrie Amador

Director of Human Resources

The Collaborative

100 E. San Marcos Blvd. Suite 350

San Marcos, CA 92069

camador@collaborativecsd.org

Any employee or job applicant who believes they have been or are being discriminated against or harassed in violation of School policy should, as appropriate, immediately contact their supervisor, the Title IX coordinator, or the CEO, or any person they feel comfortable going to who shall advise the employee or applicant about the School's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with School policy and regulation. Individuals may use the School's Uniform Complaint Procedures to address complaints of discrimination and harassment, including sex discrimination under Title IX. Annual notice of such policies will be provided to all employees, and a copy of such policies and procedures are available by contacting the Title IX coordinator or Human Resources (HR).

Discrimination is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action up to and including dismissal.

B. Disability Accommodation

To comply with the Americans with Disabilities Act and all applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School will engage

in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

C. Anti-Harassment

The School is committed to providing a work environment free of harassment, discrimination, retaliation and abusive conduct as that term may be defined by statute or regulation then in effect at the time of the conduct. School policy prohibits conduct that is disrespectful, unprofessional as well as harassment based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

All such conduct violates school policy. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits harassment, disrespectful or unprofessional conduct by any employee of the School, including supervisors and managers, as well as vendors, community providers, customers, independent contractors, and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued

employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;

5. Retaliation for reporting or threatening to report harassment; and
6. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by the School policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior, yet takes no action to end it, is also subject to disciplinary action.

It is the policy of the School that no one will be retaliated against for making a good faith complaint of harassment or for cooperating in the investigation of a complaint.

An employee who believes they have been harassed, discriminated against or retaliated against may initiate the reporting process by contacting their supervisor, or, if appropriate, the next level of management (see Reporting procedure, which follows), any team member they feel most comfortable reporting to, or the HR department. All discrimination, harassment and retaliation complaints will be promptly investigated and will be treated confidentially to the extent possible, and appropriate action taken where warranted. Complaints made in good faith are protected from retaliation of any kind.

1. Sexual Harassment

The School is committed to providing a work environment that is free from sexual harassment and retaliation. Under no circumstances will sexual harassment be tolerated.

"Sexual harassment" means any unwelcome sexual advance, unwelcome requests for sexual favors, or other unwelcome verbal, visual, or physical conduct of a sexual nature made by someone from or in the educational or work setting, whether it occurs between individuals of the same sex or individuals of opposite sexes, under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's academic performance, work, or progress or has the purpose or effect

of creating an intimidating, hostile, or offensive educational or working environment. The conduct is sufficiently severe, persistent, pervasive or objectively offensive, so as to create a hostile or abusive educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.

4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the local agency.

"Verbal sexual harassment" includes, but is not limited to, unwelcome epithets, comments, or slurs of a sexual nature.

"Physical sexual harassment" includes, but is not limited to, assault, impeding or blocking movement, or any physical interference with work or school activities or movement when directed at an individual on the basis of sex.

"Visual sexual harassment" includes, but is not limited to, derogatory posters, cartoons, drawings, obscene gestures, or computer-generated images of a sexual nature.

"Educational environment" includes, but is not limited to, the following:

1. The main administration offices of the local agency.
2. Properties controlled or owned by the local agency.
3. Off-campus, if such activity is sponsored by the local agency, or is conducted by organizations sponsored by or under the jurisdiction of the local agency.

Sexual harassment has no place in the work environment and is prohibited by the School. Specifically, it must in no way be exercised for purposes of an intimidating effect on employment decisions such as promotion, dismissal, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.

Any employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment or retaliates against another individual is in violation of this policy and subject to disciplinary action up to and including dismissal.

Managers and supervisors are to ensure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also, employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against, or has knowledge of any incident of harassment or retaliation on any protected basis shall immediately report such incidents to their

immediate supervisor, HR, the CEO or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

2. Reporting

The School has an affirmative duty to take reasonable steps to prevent and correct discrimination and harassment. Supervisors, co-workers, and third parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act or any other applicable law. Please see the list of protected categories as stated in the Equal Employment Opportunity and Anti-Harassment sections of the handbook.

The School encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate Executive Director, supervisor, manager, HR, or person they feel most comfortable and may file a complaint. The Uniform Complaint Procedures may be used for this purpose. Employees are entitled to report harassment to someone other than their direct supervisor. Supervisors are required to report all complaints to HR. In addition, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. The School recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential to the extent possible, although it is understood that an investigation will normally require the involvement of third parties. The School is serious about enforcing its policy against harassment, discrimination and retaliation. However, the School cannot resolve a harassment, discrimination or retaliation problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the School's attention so it can take the necessary steps to correct the problem.

3. Investigation/Complaint Procedure

All complaints of harassment, including sexual harassment, discrimination or retaliation may be addressed through the School's Uniform Complaint Procedures. A complaint will be followed by prompt and thorough investigation conducted by an impartial and qualified individual. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense.

Complaints will be documented and the School will designate a qualified individual to track the complaint process.

a. Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the HR department who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the HR designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware, though, that the School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

b. Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their supervisor or the HR department. The School encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the School believes appropriate under the circumstances.

4. Retaliation

Employees will not be retaliated against for complaining or participating in an investigation. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

5. Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. The School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies should talk with their supervisor or the HR department. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of the School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

None of the procedures listed are intended to preclude an employee from pursuing claims of discrimination and/or harassment in any other forum available to the employee, including making reports of discrimination, harassment, and/or retaliation to the Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission.

D. Diversity Policy

The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

Our staff is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only the School's culture, but its reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The School's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.

- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the School's diversity policy and initiatives should seek assistance from an HR representative.

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Section II: Employment Requirements

A. Child Abuse and Neglect Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters and are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a child protective agency. Call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." Child abuse can take the following

several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
2. Neglect: Neglect occurs when a child's custodian has failed to provide adequate "food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.
3. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
4. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

Confidentiality

A mandated reporter is required to give their name. The identity of all persons who report shall be confidential. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede or prohibit reporting.

All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will also be subject to annual training as required by law.

Failure to Report

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or \$1,000 or both.

B. Employee Access to Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of the employee's work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has

the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must be authorized by the CEO or designee. Any breach of this policy will not be tolerated and will lead to disciplinary action and possible legal action.

Please note the release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law.

C. Student Data/FERPA

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the Executive Director. Under no circumstances may student information be used for an employees' personal use.

Employees may not remove any materials from any student's file. Files may not leave the office without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

D. Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of the School's business dealings.

1. Personal Financial Interest

All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

(1) “Personally interested” shall mean any situation where private and/or personal interests conflict with official duties and shall include non-economic interests such as familial relationships.

(2) “Financially interested” shall mean any contract with an individual, entity, or company in which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

2. Statement of Economic Interest (Form 700)

Board members and staff who make or influence governmental decisions or financial decisions of the organization are designated in the Conflict of Interest Code adopted by the Board. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members, school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

3. Personal Relationship

Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee’s relationship with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No “presumption of guilt” is created by the mere existence of a professional or personal

relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

E. Anti-Nepotism Policy

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an employee's immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse's or relative's terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to reassign or transfer any person to eliminate the potential for creating conflicts of interest.

Any potential preferential treatment or improper influence should be reported immediately to HR.

F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form I-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. If the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. If, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not completed an I-9 for the School within the past three years or if their previous I-9 is no longer retained or valid.

G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

H. Criminal Background Checks

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include fingerprint submission to the DOJ . The School follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. All results will be discussed with the applicant and/or employee before making a hiring or dismissal decision. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

I. Employment Application/Data

The School relies upon the accuracy of the information presented during the application

process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

J. Employment Verifications

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released.

K. Certification and Licensing

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held (“Certificated Employee”). In addition teachers must possess the proper EL authorization.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

L. Mandatory Tuberculosis Testing

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt.

[See also Board Policy 4013]

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Section III: Standards of Conduct

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to whatever disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

A. Freedom from Violence

The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a “duty to warn” their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the Executive Director or designee:
 - a. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
 - b. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, threatening or offensive comments or remarks, and the like.
2. Employees should immediately notify the Executive Director or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
3. Finally, those working in the School’s office must also ensure that doors are locked and alarms are activated when applicable.

B. Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any time card - Recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;
6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;
8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;
12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
13. Using abusive, threatening or intimidating language at any time on School premises;
14. Initiating or participating in gossip or slander of other employees, parents, or students;
15. Failing to notify a supervisor when unable to report to work;
16. Unreported absence of three (3) days;
17. Failing to obtain permission to leave work for any reason during normal working hours;
18. Failing to observe working schedules, including rest breaks and meal periods;
19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
23. Violation of dress standards;

24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
25. Committing a fraudulent act or a breach of trust under any circumstances;
26. Committing or involvement in any act of unlawful harassment of another individual;
27. Failing to promptly report work-related injury or illness;
28. Any other action or behavior, which could harm the School's, parents', or students' interest.

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

C. Physical Contact with Students and Other Staff Members

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching
2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces
4. Kissing of any kind
5. Corporal punishment
6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas
8. Pushing a person or another person's body part
9. Showing affection in isolated areas
10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact

17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a reasonable person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

D. Off-duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

E. Drug and Alcohol Free Workplace and Awareness

Program

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide a reasonable accommodation to an employee who voluntarily requests an accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

F. Tobacco Free Workplace

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all VAPE and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

G. Punctuality and Attendance

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours.

If an employee is unable to report for work on any particular day, they must call their

supervisor or HR at least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) work days without notice, and missing required deadlines or meetings constitutes abandonment of employment.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

H. Professionalism

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.
3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies

to inquiries and requests.

5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (learning period meetings, assessments, school meetings, etc.) unless they are a student participant in the events or it is a general school event open to all students or employee families. The CEO or designee may grant an exception.

I. Dress Code

Each employee is a representative of the School in the eyes of the public. Therefore, each employee must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,
- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.

Inappropriate attire:

- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that exposes the employee inappropriately,
- Clothing with offensive words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming – Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee's ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or

offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions – The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes.

Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercussions may result in disciplinary action being taken up to and including termination.

J. Gifts to Employees

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than \$50 are excluded from this policy.

K. Fee and Cash Collection

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Executive Director or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the Executive Director or designee. Employees must obtain approval from the Executive Director prior to soliciting staff for donations or financial support for any outside event/activity.

L. Building Security

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that the office is secure; for example, all doors are securely locked, the alarm

system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the Executive Director, CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Initial_____

Section IV: Personnel Policies and Procedures

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices.

A. New Employee Orientation

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

B. Employee Status

Employees may include exempt, nonexempt, regular full-time, regular part-time, and seasonal persons employed with the School who are subject to the control and direction of the School in the performance of their duties.

- Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
- Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break regulations.
- Regular full-time: Employees who are regularly scheduled to work 30 or more hours per week. Generally, full time employees are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time status will be evaluated on a monthly basis.
 - Teachers of Record (TOR) with rosters of a minimum of 22 students are considered full time. A full time TOR is expected to work at least six (6) hours

per day, for 185 work days, for a minimum of 1,110 hours per year.

Employee Status	Teacher of Record (Student Caseload per Month)	Exempt Certificated and Classified (FTE)	NonExempt Classified (Hours per Week)
Regular Full Time	Minimum 22 students	.75+ FTE	30+ hours
Regular Part Time	14-21 students	.50 - .74 FTE	20-29 hours
Non-Regular	13 or less students	.49 FTE or less	19 hours or less

Student Counts

The teacher may indicate their desired student count with the School as a request, however, the needs of the School will determine the number of students assigned to the teacher.

C. Job Duties

The assigned supervisor will clarify the job duties and the expectations for behavior and job performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description and job description. On occasion, the employee may be asked to work on projects, or to help with other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

D. Nonexempt Employees

1. Work Schedules

Business hours of school sites and offices (if any) shall be established by the CEO or designee. The CEO or designee will assign the classified staff's individual work schedule to ensure staffing throughout the workday. Employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work.

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours. Work schedule exchanges will be reviewed on a case by case basis as long as the exchange does not interfere with normal operations or result

in excessive overtime. Exchanging work schedules with other employees may be authorized by the supervisor or their designee when necessary.

The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

2. Rest Breaks and Meal Periods

a. Rest Breaks

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

b. Number of Rest Breaks

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six (6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3) paid ten-minute rest breaks.

c. Timing of Rest Breaks

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

d. Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

If the total work period for the day is more than five (5) hours per day, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with

HR and supervisor in advance.

e. Timing of Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

f. Second Meal Period

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

g. Timing of Second Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.

h. Recording Meal Periods

The employee must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work “off the clock.” Work time must be accurately reported on the time record.

i. Missed Rest Breaks and Meal Periods

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to HR and document the reason for the missed rest break and meal period.

Please also refer to the School's Timekeeping Policy.

3. Timekeeping

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Time cards in the payroll system are to be approved by the employee and the supervisor prior to each payroll. Any errors on the time card should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next work day except in the case of an emergency or at the direction of the supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their work day.

4. Pay for Mandatory Meetings/Training

The School will pay nonexempt employees for attendance at meetings, lectures, and training programs when attendance is mandatory, and the meeting, course, or lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, training and meetings are included as part of an exempt employee's regular pay.

5. Overtime

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

E. Exempt Employees

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law. Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay as soon as possible.

F. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does

not exceed one calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered to a terminated employee not to exceed three (3) months in duration.

G. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Performance review and goal setting sessions may or may not have a direct effect on any changes in salary compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

Additional details on employee evaluations will be provided by Human Resources upon hire.

H. Corrective Action

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

As an at-will employer, the School may use all, some or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

I. Procedure for Disciplinary Action

The corrective action process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with School policies and procedures and/or other disciplinary problems.

Corrective actions may be taken at the discretion of management and include any of the following:

1. Verbal counseling, which may be confirmed in writing by the supervisor
2. Written warning, which will be placed in the personnel file
3. Suspension, which will be confirmed in writing for the personnel file. Suspension is normally used to remove an employee from the organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If the employee is suspended, it will be documented in the personnel file.
4. Discharge, which will be documented in the personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and motivation to change the performance, and the environment in which the offense took place. As a reminder, employment remains at-will before, during, and after a disciplinary action.

J. Terminations

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination for involuntary terminations or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

K. Personnel Records

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30) calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30) calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

The School is required by law to keep current all employees' names and addresses.

Employees are responsible for notifying the School in the event of a name or address change.

L. Destruction of Personal Information Records

In the course of the employee's duties at the School, they may encounter records which contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in disciplinary action up to and including termination.

M. Employment Posters

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to look at the bulletin board regularly and to read all of the information displayed in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any information from them.

N. Outside Employment

This policy is not intended to prohibit an employee from working an appropriate second job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

(1) Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

(2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

(3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:

- 1) involves working for a competing or similar model School;
- 2) occurs during work hours without the use of appropriate leave;
- 3) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
- 4) involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
- 5) may adversely affect the School's image.

(4) Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

O. Whistleblower Policy

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper governmental activities, and to protect those who come forward to report improper governmental activities.

Concerns that may be raised include, but are not limited to, the following:

- 1) Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;
- 2) Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
- 3) Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

- 1) Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower;
- 2) Retaliate against an employee who is a whistleblower;
- 3) Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or
- 4) Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

P. Complaint Procedure

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or explanation.
3. If the complaint is about the Human Resources manager, CEO, or Executive Director, the complainant may file their Internal Complaint Form with the

President of the School's Board of Directors, who may then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequences to employment.

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.
3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

Q. Uniform Complaint Procedures

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

R. Arbitration Agreement

Agreement to Arbitrate Disputes and Claims

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee's recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;

- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non-payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

Claims Not Covered by this Agreement

The following claims are not subject to arbitration under this Agreement: (1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits; (2) administrative charges or claims filed with a federal, state or local government office or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB"); (3) any claims that, as a matter of law, cannot legally be subject to arbitration; (4) claims under an employee benefit or pension plan that specifies a different arbitration procedure; (5) litigation pending in a state or federal court as of the date Employee signs this Agreement; or (6) claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004.

Waiver of Right to Trial

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that are subject to arbitration under this Agreement.

No Consolidation of Claims / Waiver of Class Claims

The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on

behalf of other persons, or to otherwise participate in, a class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

Arbitration Procedures; Final and Binding Award

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association (“AAA”), which can be viewed at <http://www.adr.org/employment>. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator’s award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

Notwithstanding the foregoing, and regardless of what is provided by AAA’s rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

Governing Law

The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

Costs of Arbitration

The School and employee agree that the School will bear the arbitrator’s fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys’ fees and costs incurred in connection with the

arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as required or permitted by applicable law. If there is a dispute as to whether the School or employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

Severability

The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Complete Agreement

The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

Knowing and Voluntary Agreement

The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or termination thereof that are subject to arbitration under this Agreement.

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Section V: Operational Considerations

A. Employer Property

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within

reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School premises, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a school site should remove any personal items at the time they leave the School. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

B. Use of Electronic Media

The School uses various forms of electronic communication including, but not limited to computers, email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information.

The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

C. Social Media

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIKIs, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal

use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media networks may view the employee as a representative of the School, the School requires employees to observe the following rules when referring to the School, students, programs, activities, employees, volunteers and communities on any social media networks.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

Protect confidential information. Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting student's/co-worker's picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

Be transparent. Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

Perception can be reality. In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

Work/Personal Distinction. Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

Personal Social Networking & Media Accounts. Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

Social Interaction With Students. Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

Contacting Students Off-Hours. Employees should only contact students for educational purposes and must never disclose confidential information possessed by the

employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

Be a positive role model. Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public.

School Logo. The use of the School logo(s) on a social media site or elsewhere must be approved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

D. Public Relations

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Below are several things employees can do to help leave people with a good impression of the School. These are the building blocks for continued success.

1. Communicate regularly.

2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
5. Respond to email and voicemail within 24 hours during the workweek.
6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, their supervisor should be contacted immediately.

If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

E. Solicitation & Distribution

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is prohibited at all times on School property.

F. Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the office will be made by the CEO or designee. When the decision is made to close the office, employees will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, employees eligible for vacation may elect to utilize their available vacation hours in order to remain in paid status.

Employees are encouraged to listen to local news and radio reports. In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year or shorten holiday breaks.

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Section VI: Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

A. Telecommuting

The School may allow employees to telecommute if it benefits the interests of the School. A written proposal for such arrangements must be presented to HR and the supervisor for review and approval. Employees who telecommute may be required to attend in-person meetings at the office or other designated locations.

Telecommuting does not change the employee's work location and employees are still responsible for all costs associated with travel to and from the office as part of their reasonable commute, when they are required to report to their work location.

Employees are encouraged to speak with a tax professional as to any tax benefits or deductions for utilizing a home office. Employees are responsible for any tax liability should they claim such an expense and it is later disallowed by the Internal Revenue Service.

Employees who telecommute must maintain the security of all confidential and/or sensitive information and other proprietary information, as if they were working in the office. All security procedures apply, regardless of whether the employee is in the workplace or telecommuting. Certain confidential documents or information will not be taken home without authorization from the CEO or designee.

Employees who telecommute are responsible for following all safety rules. Telecommuters will develop a written agreement with the CEO or designee concerning the type and amount of work the telecommuter will be expected to perform. The ability to telecommute does not change the level of performance expected from an employee. Nonexempt employees will track their time in the system and report work accomplished at a frequency agreed upon with the supervisor. Exempt employees must complete the duties as outlined in their job description and assigned by their supervisor.

Employees who are subject to overtime laws are required to adhere to their beginning and ending work times, rest break, and meal periods. Telecommuting employees must continue to maintain required time records. Work time must be recorded on the employee's time card.

The School retains the right to require a reapproval process and/or rescind any telecommuting agreement at any time and to require any telecommuter to report to the office or work location to work.

Violation of any telecommuting policies may result in the immediate termination of any telecommuting agreement. For additional information, please review the Remote Work Policy and contact Human Resources.

B. Student Safety

The effective employee is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the following:

1. Never leave students unsupervised and ensure that another responsible adult is present when leaving students.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g., revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

C. Employee Safety

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When reporting the injury, an employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per CalOSHA guidelines.

D. Transporting Students

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

E. Employee Driving Policy

EACS must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties (“Driving Employees”) meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver’s license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role. This policy covers all school employees and violation of the School’s policy is grounds for discipline up to and including termination.

Driver’s License and Insurance Coverage

1. In order to operate a personal vehicle when used to perform EACS business, Driving Employees must have a valid driver’s license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee’s driver’s license and automobile insurance certificate will be kept on file. The Driving

Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Executive Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate. Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.

2. EACS requires that a Driving Employee carry the following insurance amounts and coverage:

Automobile Liability - \$100,000 per person; \$300,000 per occurrence

Property Damage - \$50,000 per occurrence

Medical Payments - \$5,000 per person

Notification of Traffic Violations Resulting in Criminal Convictions

EACS receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run
4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

Responsibilities of Human Resources

When recruiting for positions that require the employees to operate a vehicle the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

Employee Responsibility

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

Use of Electronic Devices While Operating a Vehicle

EACS recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the

School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle.

Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

Revocation of Driving Privilege

1. The Human Resources Director or designee will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a "negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.
2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on EACS business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

Alternative Transportation

All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions. With the advance approval of the Executive Director or designee, the employee may be reimbursed the actual miles traveled using the Schools' current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an

illness, injury, or disability. The HR manager or designee will ensure compliance in all matters pertaining to this policy.

F. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties; meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been free of a fever for at least 24 hours.
2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
4. Avoid touching eyes, nose, or mouth.
5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.

Supervisors will encourage employees to utilize paid sick and vacation if available to cover absences due to contagious temporary illnesses. Please contact HR regarding any questions about the possible contagious nature of any illness in the workplace.

The School will comply with all applicable statutes and regulations that protect the privacy of persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School

may implement specific procedures through its emergency communication action plan including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

G. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co-workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or postsecondary school. A copy of the restraining order is to be submitted to human resources.

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Section VII: Employee Wages and Benefits

A. Wages

Several factors may influence the compensation for a position. Each position is defined by a broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy, and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience. The Executive Director is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

B. Stipends

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed annually.

C. Paydays

All salaried exempt employees are paid on the 26th of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on the 10th and 26th of each month. Hours worked from the 16th through the last day of each month will be paid on or before the 10th of each month. Hours worked from the 1st through the 15th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact HR.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. Due to banking requirements it may take several weeks for activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

D. Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further information regarding CalSTRS accounts can be found at www.CalSTRS.com.
6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. If any deduction is unclear, contact HR.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their W-4 and DE-4 withholdings.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and provided to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld, and total wages.

While the School strives to process payroll correctly, an error may occur from time to

time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for coming forward with a complaint or question about their paycheck.

E. Wage Attachments and Garnishments

When an employee’s wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee’s paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee’s paycheck.

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.

Exempt (FTE)	Non-Exempt (Hours per Week)	Eligible employees will have the option to choose one of the following offerings:	
		*Tiered Benefit Stipends (for Health, Dental, and/or Vision)	*Cash In Lieu of Benefits
.75+ FTE	30+ hours	\$1,300/month	\$200/month

.50 - .74 FTE	20-29 hours 14-21 Students	\$780/month	\$100/month
.49 FTE or less	19 hours or less 13 or less student	not eligible	not eligible
<p><i>A review of all teachers' student counts is conducted in September and February each school year for the purpose of establishing benefit eligibility. This review is called the benefits snapshot. Additionally, HR will review the student counts on the teacher's roster as of the 15th of each month in order to provide benefits to anyone who becomes eligible. If a teacher is deemed eligible for benefits based on their student count, they will be provided the opportunity to enroll in benefits with an effective date of the 1st of the following month. Benefits eligibility would then remain in place until the next snapshot review.</i></p>			

2. Benefit Design and Modification

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on management decisions and resources.

3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

4. Cash in Lieu of Health Benefits

Eligible employees may opt out of health benefits provided by the School and elect to receive a "Cash in Lieu" (CIL) option. CIL is dependent upon employment status and full time equivalent, included but not limited to hours worked or number of students assigned per pay period. Please refer to the employment agreement for more information.

In order to be eligible for cash in lieu of health benefits, an employee must provide proof of enrollment in a qualifying group health plan, including their name and the effective date of coverage, on their spouse or parent's employer sponsored plan, State Medicaid, Medicare, or VA Benefits. Proof of enrollment must be provided at the time of benefit enrollment for new hires or during the open enrollment period in order for the cash in lieu of benefits to be paid. Individual Family Plans (IFP) and Covered California coverage plans are not eligible for cash in lieu of benefits. All eligible employees will automatically be enrolled in the employer provided life insurance plan. Payment of the appropriate CIL amount will occur on each pay period of the current school year.

If the employee should enroll part way through the plan year due to a Qualifying Life

Event (QLE), or if hired after the start date for the position, the annual CIL will be adjusted at the next pay period.

5. Right to Modify

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

6. Changes in Health Benefits

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan.

For more complete information regarding any of the benefit programs, please contact HR.

7. COBRA Benefits

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee’s hours, leave of absence, divorce or legal separation, and a dependent child no longer meet eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of the coverage at the group rates plus an administration fee. The School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee’s rights and obligations.

8. Look-back Measurement Method – Seasonal and Variable Hour Employees

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status.

This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period. The initial measurement period begins on the first day of the calendar month following a one month probationary period.

A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week on average during the measurement period.

After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

G. Retirement Plan Offerings

The School is committed to providing retirement benefits to the employees. Plan details may be obtained through HR.

403(b)/457(b) Deferred Compensation Plan

All employees can open a 403(b) and/or 457(b) account and make employee contributions through payroll deductions.

Employer Contributions:

The employer contribution towards a deferred benefit plan is based on an eligible employee's active contribution to a 403(b) or 457(b) account. Eligible employees must open a 457(b) account in order to receive the employer contribution. The employer contribution will be made to the employee's 457(b) account in an amount not to exceed a matching contribution up to 5% of the employee's base annual salary. Eligible employees are immediately vested in employer contributions. Seasonal employees are not eligible for employer contributions.

Classified Employees: To be eligible for an employer contribution, a classified employee must work at least 20 hours/week.

Certificated Employees: To be eligible for an employer contribution, a certificated employee must serve a minimum number of students, work at least 20 hours/week, or have an assignment at least 0.5 FTE.

Certificated staff participating in CalSTRS are not eligible for an employer contribution to a 457(b) plan.

California State Teachers Retirement System (CalSTRS)

The School may offer a defined benefit plan through CalSTRS. Eligible credentialed employees employed at a CalSTRS school will be mandatorily enrolled in CalSTRS, and have employer and employee contributions submitted to CalSTRS on a monthly basis. Benefit information on this program is available at the CalSTRS website at

www.calstrs.com.

H. Expense Reimbursement Process

1. Supplies

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Employees receiving a stipend for supplies may not exceed the stipend amount. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item that exceeds the amount of the stipend.

2. Travel

The School will only reimburse actual and necessary expenditures for staff. Attendees shall be held accountable for good judgment regarding expenditure of tax dollars. All expenditures must have scanned copies of itemized original receipts, regardless of the amount. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. In addition to those items listed below, associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement.

3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. Employees must include verification of miles driven either using a platform adopted by the School, or by attaching a Mapquest/Google map or the like, with the request for reimbursement.

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotel

rooms must be under \$125 per night before taxes. If an employee chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training.

The reimbursement rates are:

\$15 for breakfast, \$20 for lunch, \$30 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed \$65. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

6. Postage

Employees will be reimbursed for any postage related expense requested by the School. Employees must get pre approval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor.

For employees who receive a monthly supply stipend, only the portion of the expense that exceeds the stipend will be reimbursed.

7. Procedure for Expensing

Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO or Executive Director with a short description of what will be purchased.

Expense reimbursements must be submitted within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.

Initial_____

Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

B. Paid Sick Leave

Paid sick leave may be used for an employee's own illness, for preventative care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings and those related to the employee by blood or affinity equivalent. Sick leave may also be used when an employee needs to manage matters surrounding domestic violence, sexual assault, stalking or when their worksite or their child's school or daycare closes due to public health emergencies. Except in the case of an illness or emergency, sick leave must be requested at least five (5) days in advance by submitting the request through the payroll system. Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave.

Employees requesting sick leave may be required to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Employees will be paid their regular compensation when using paid sick days. Sick leave hours will not be advanced ahead of the earned accrual.

Employees may use sick leave in thirty minute minimum increments, which will be deducted from the employee's accrual balance. Employees are not required to find a replacement for their work while taking protected sick time. Paid sick day balances are available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

1. Paid Sick Leave - Full Time Employees

The School provides sick pay for full time employees who regularly work a minimum of 30 hours per week. All full time classified, non-teaching certificated and special education certificated employees accrue one (1) sick day per month in paid status. Nonexempt employees are paid semi-monthly, and will accrue the equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law.

Certificated Sick Accrual					
<i>Full Time Certificated Employees</i>					
Sick Leave	Student Count or FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	22 students or .75 to 1.0 FTE	30+ hours	4/4	8	8

Classified Sick Accrual					
<i>Full Time Classified Employees</i>					
Sick Leave	FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly

Tier 2	.75 to 1.0	30+ hours	4/4	8	8
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2. Paid Sick Leave – Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time, per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 24 hours (3 days) of paid sick leave in a 12 month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 24 hours (3 days) of paid sick leave in a year. Sick leave accrual will be capped at 48 hours (6 days), in compliance with both state and city ordinances.

Sick Accrual					
<i>Part Time, Per Diem, Seasonal, and Temporary Employees</i>					
Sick Leave	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 1	.50 - .74	20-29	3/3	6	6
CA SL	.49 or less	19 or less	2/2	-	4

C. California State Benefits

California State Disability Insurance (SDI) is funded through employee contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for their non-work-related illness or injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees residing in the State of California with the ability to access their State Disability Insurance for partial wage replacement benefits to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who request time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees must notify HR of their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department. Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition.

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to self, the successful completion of pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four

months total. “17 1/3 weeks” means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12-month look-back period will apply to all leaves granted concurrently.

1. Pay During Pregnancy Disability Leave

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

2. Health Benefits

The provisions of various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If the employee takes pregnancy disability leave and is eligible under the Family Medical Leave Act (FMLA), the School will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work after PDL ended. Leave taken under the pregnancy disability policy runs concurrently with FMLA under federal law, but not California Family Rights Act (CFRA). If the employee is ineligible under the federal and state family and medical leave laws, while on pregnancy disability they will receive continued paid coverage on the same basis as other medical leave that the School may provide and for which the employee is eligible, such as continued PDL. In some instances, the School may recover premiums it paid to maintain health coverage for the employee if they fail to return to work following pregnancy disability leave.

3. Medical Certifications

An employee requesting a pregnancy disability leave must provide a medical certification from their healthcare provider on a form supplied by the School. Failure to provide the

required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

4. Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by contacting HR.

The employee should provide at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

5. Return to Work

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

If the employee is not reinstated to the original position, the employee will be reinstated to a comparable position unless there is no comparable position available or a comparable

position is available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

6. Employment During Leave

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment with the School.

7. Lactation Accommodation

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. If the employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The following information provides employees with a general description of their FMLA and CFRA rights.

Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the "rolling" method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under PDL. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

1) Family Medical Leave Act

Employee Eligibility Criteria

FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee must have been employed by the School for at least twelve (12) months,
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
2. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
3. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

Intermittent Leave under FMLA

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take intermittent leave.

2) California Family Rights Act

The Fair Employment and Housing Act (FEHA), enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. CFRA applies to all employees of the state of California and any other political or civil subdivision of the state and cities, regardless of the number of employees.

Employee Eligibility Criteria

CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service.
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a worksite where there are 5 or more employees within a 75 mile radius.

CFRA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.

2. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, and sibling who has a serious health condition.
3. For a serious health condition that renders the employee unable to perform their job.
4. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

Intermittent Leave under CFRA

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

3) Process for Requesting FMLA/CFRA Leave

Leave Procedures

The following procedures shall apply when an employee requests leave:

The employee must contact HR as soon as the need for the leave is realized.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the applicable family members.

If the employee cannot provide 30 days' notice, the School must be informed as soon as is practical. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis. The School will respond to a leave request within 5 business days. The School requires written communication from the health-care provider stating the reason for the leave and the probable duration of the condition. However, the health care

provider may not disclose the underlying diagnosis without the consent of the patient.

If the FMLA/CFRA leave request is made because of the employee's own serious health condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the employee is provisionally entitled to FMLA/CFRA leave.

The School requires the employee to provide certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. If the employee does not provide medical certification in a timely manner to substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for approved family members per FMLA/CFRA, the employee must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.

Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- 1) Date of commencement of the serious health condition;
- 2) Probable duration of the condition; and
- 3) Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

4) Pay and Benefits Under FMLA/CFRA

Health and Benefit Plans

The School provides health benefits under a group plan, and will therefore continue to make these benefits available during the leave if the employee is enrolled in the group plan. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the School may recover from employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave. Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the approved time) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The employee will also continue to make premium payments, if applicable, based on the payment schedule outlined in the premium payment letter. They will then be able to remain on benefits for any time taken under approved FMLA/CFRA leave if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The School is not required to pay employees during FMLA/CFRA leave and may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the FMLA/CFRA leave is for the employee's own serious health condition the use of sick time is required and will run concurrent with FMLA/CFRA leave.

Time Accrual

Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their

baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

COBRA Benefits

If an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

5) Reinstatement Upon Return From FMLA/CFRA

Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions:

- 1) An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- 2) The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
- 3) The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
- 4) If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees.

Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

F. Bereavement Leave

The School grants leave of absence to benefited employees (employees with at least 50% employment) in the event of the death of the employee's current spouse, child, parent, parents-in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son-in-law, or daughter-in-law, step-parents, foster parents, foster children, and domestic partners. An employee with a death in the family may take up to three (3) consecutive scheduled work days off with pay with the approval of the supervisor. In the event services are located out-of-state, the allowed time off will be five (5) days. An employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four hour increments. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days. The CEO or designee may approve additional unpaid time off.

G. Military Leave

Regular full time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All employees, except those hired on a temporary or seasonal basis, are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

Request Procedure

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

Reinstatement

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

1. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
2. Between 31-180 days: The service member must submit an application for reemployment within 14 days of release from service.
3. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to reemployment.

H. Organ and Bone Marrow Donation Leave

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and five (5) days for bone marrow donation.

A medical note will be required to be submitted. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to

work. There will be no discrimination or retaliation for any leave taken.

I. Jury Duty and Witness Leave

The School encourages employees to serve on jury duty when called. Postponement to non-instructional or off-peak department times is encouraged in order to minimize the impact to the School.

Seasonal and part-time employees will be provided unpaid time off to participate in jury duty. Nonexempt employees will receive full pay while serving up to 5 days of jury leave. Exempt employees called for jury duty will receive full salary for the time spent; however, exempt employees are expected to arrange their work schedule to minimize the impact on the School and must consult with their supervisor for guidance.

The employee should notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

K. Victims of Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave regardless of whether any person is arrested, prosecuted, or convicted of committing a crime. This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to

victims of certain serious or violent felonies. Employees may use available and accrued sick leave. The employee may also take paid vacation if eligible. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.

The employee should provide notice and certification if they need to take leave under this policy. Certification may be sufficiently provided by any of the following:

1. A police report indicating that the employee was a victim of domestic violence.
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

L. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

M. Recreational Activities and Programs

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

N. Workers' Compensation

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. The workers' compensation benefits provided to injured employees include:

- Medical care;

- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. If the employee believes the injury or illness is caused by their job and developed gradually, the report should be filed as soon as possible. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. If the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;
- Seek medical treatment and follow-up care if required;
- Complete a written claim form and return it to HR as soon as possible.
- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

- Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
- Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;
- Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.

P. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the Executive Director, CEO or designee.

Employees will be allowed with the approval of their supervisor and the CEO or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the Executive Director or CEO.

Q. Holidays

The School recognizes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday
- Presidents' Day
- Memorial Day

- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year’s Eve (December 31st)

Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full time (thirty or more hours per week) classified employee in paid status on the working day immediately preceding or following the holiday. A holiday that falls during a classified employee’s vacation time or sick time is paid as a holiday and is not deducted from vacation or sick-leave balances.

R. Vacation (Classified Employees)

The School’s vacation policy is intended to provide eligible classified employees with time away from work for relaxation and renewal. In order to be eligible for vacation accrual, an employee must be a full time (thirty or more hours per week) classified exempt or nonexempt employee.

Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee’s pay stubs.

Vacation Accrual <i>Classified Staff</i>					
	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Semi Monthly Pay Period	Exempt: Per Pay Monthly Period	Total Sick Hours Accrued Per Month

Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours
Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. A requested vacation will be approved if the absence does not cause a disruption of service or place an undue burden on fellow employees. All vacation requests must be made in advance of the time to be taken. Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an emergency situation. Failure to get pre-approval may result in disciplinary action. The supervisor may determine peak times in which vacations may not be approved.

Employees may be required to use their earned vacation hours during school recess. Vacation can be used in increments of 1 hour and only used from the employee's available accrual. Vacation hours cannot be advanced ahead of the earned accrual. Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual. Employees will not accrue any additional vacation until their balance has dropped below the annual cap.

Terminating employees (voluntary or involuntary discharge, death, end of employment agreement, etc.) will be paid all accrued and unused vacation in their final paycheck.

S. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first and last day of the assignment, all recess periods, and designated non-work days. For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

T. Make-up Time

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single work day (without prior approval), and the make up time must all be taken and used within the pay work week. If an employee requests make up time and has worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make up time must be submitted to the supervisor in advance.

U. Suggestions

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Initial _____

Confirmation of Receipt of Handbook

I have received the School's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with its policies and procedures, including the Schools policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the Handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the CEO, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the CEO has the authority to make any such agreement and then only in writing, signed by the CEO.

I understand and agree that nothing in the Employee Handbook creates or is intended to

create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

Employee's Signature

Employee's Print Name

Date



***Teacher of Record
Training Manual
2022-2023 School Year***

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Highlights of Policy Changes for 2022/23

Admissions

- **TK enrollment:** The deadline for TK entry has been extended. Students turning 5 years old between September 2- February 2nd may begin TK with Excel at the beginning of the school year. This has changed from December 2nd being the cutoff.
- **Household Data Collection form:** This year, parents will NOT be able to start placing orders for the fall until their Household Data Form (HDC) is signed in their Parent Portal. Once the form has been signed and approved by admissions, they will bridge to OPS. There are no exceptions.

Education/Compliance

- Starting in August, ToRs are required to pre-load AWRs prior to the beginning of each LP. The goal is to increase accountability, model and assist pre-planning for parents and aid our progress monitoring.
It's recommended that ToRs complete all AWRs for the semester or the year in advance to provide long-term planning for parents.
These printed AWRs may take the place of teacher-created pacing guides.
Either teacher-created pacing guides or the pre-loaded, printed AWRs **must be provided to the parents before their teaching occurs (prior to the start of an LP)**. This may be at the beginning of the semester, before each LP or whenever pacing guide updates are necessary.

Tier Check-In Procedure

- A Tier System will be put in place to account for weekly check-ins. This will take the place of the monthly reflection log and will align with weekly pacing guides. This procedure will consist of three tiers ToRs will follow based on the oversight needed for each student.
- **LP meetings:** Beginning in 2022-23:
 - Personalized Elementary ToRs are allowed to alternate LP meetings in-person or virtually on a rotating schedule with a minimum of 5 in-person meetings throughout the school year.
 - Personalized Secondary ToRs:
 - Must complete one in-person LP meeting in the first semester (new families in the first three LP meetings)

- Must host a secondary community event (one per ToR in the county they serve). This is meant to be geared toward older students and more than a park day. Details and planning information will be provided. ToRs may use up to two service-credit hours for the event.
- Virtual Elementary will have ToR/parent meetings at minimum once a semester.

Secondary

- For every honors course there will be a quarterly project due and this will be the required sample. [Please see details and deadlines here.](#)
- All core curriculum will use CP curriculum content for AWRs and pacing.
- IMPORTANT World Language update: Customized and non-online classes are only available in Spanish.
- All other online courses (BYU, FLV, LB, German school) will require a transcript to be ordered and sent to the Registrar's office upon completion.
- The Honors option has been extended to the Honors English 8 ETL class ONLY. Future options for honors credit in junior high are being considered but not available for 22/23.

Department Highlights

Education/Compliance

- ToRs will fill out a [Course of Study Elementary Doc](#) or the [Course of Study Secondary Doc](#) detailing each of their student's Course of Study. The Course of Study Google Doc will be reviewed by the ToR's Regional Leader.
- Pacing Guides MUST be created by the ToR for all core courses students are taking. These also must be updated each LP if the student works ahead/falls behind.
 - Pacing guides may be the printed AWRS (pre-loaded before the LP, semester or year) or a teacher-created pacing guide.
- ToRs must order materials for students after one week of school being in session or one week after the MA is signed once the school year begins. If the parent does not submit any orders by that time, the ToR will inform the parent that they will order from the recommended curricula for TK-6 and Secondary. After 24 hours, the order will be placed.
- ToRs are required to ensure students are on track every 5 school days, not just at the LP meeting. This will look different for each family, depending on if the student is consistently on pace. For students that are falling behind, you will need to require proof of progress every 5 school days, coming to the Secondary Principal or Elementary Principal for a possible PIN if the student completes less than 70% of the assigned work for the week. Proof of Progress can include checking online courses, and/or providing work samples from the week via email or in-person.

High School

- Each quarter the following monthly samples are due - English essay, science lab, any honors project. If the English and/or science course is an honors course, then only the honors project is needed for the monthly sample. See the HS section for exact due dates.
- Students will submit at least one essay writing assignment per quarter via Google Classroom. There are ToR training documents including a PP, video, and step-by-step instructions in the High School Shared Drive>Plagiarism/Google Classroom Info-22/23_HSD. Every Secondary ToR will need to create a Google Classroom.
- All high school science courses require labs. These may be informal and are meant to complement what the student is already learning. A [lab report](#) or paper will be required quarterly or twice a semester.
- For high school A-G courses, you must use the CP curriculum content as the default if the specific curriculum for the CCP or textbook is not in SIS. All core courses should be following the CP curriculum content in SIS. If you print this, you may use as your pacing guide. All core courses on the MA should include the CP course titles.
- ToRs will submit a [monthly progress report](#) for any student scoring 70% or below in any course.
- The [Concurrent Enrollment Request Survey](#) doc will now be only for community college course requests. For AP, accelerated, and/or honors courses please use the [Advanced Course Request Survey](#).
- iReady scores for HS students will be taken into consideration when reviewing concurrent enrollment requests.
- Single subject credentialed teachers will be asked to sign up for high school specific service credit opportunities including at least one secondary community event.

Assessment

- ToRs will proctor the i-Ready assessments virtually. For specific details, see Assessments-ASMT > i-Ready Information
- - i-Ready proctoring will be done by ToRs for 22/23
 - Testing window #1 - 9/1 - 9/23 - ALL K- 11th GRADE STUDENTS
 - Testing window #2 - 11/28 - 12/16 - WIN AND SHORELINE STUDENTS ONLY & THOSE WHO CHOOSE TO TAKE A MID-YEAR ASSESSMENT
 - Testing window #3 - 3/6 - 3/24- ALL K - 11th GRADE STUDENTS
 - Each testing window will begin with 5 days for math, 5 days for reading, and 5 days for make-ups.
 - ToRs will create their own schedules for testing (i.e. block two hours per day for students to attend a Zoom session - students will login on their own)It is highly suggested that ToRs test students the first two weeks of each window and team with other ToRs to proctor.
 - As of July 18, 2021, Google Chrome Versions 80 and below will no longer be able to access the i-Ready Platform. Students will have access to borrowing an EACS computer if needed.
- ToRs will proctor CAASPP assessments
 - CAASPP proctoring days will be based on student enrollment and the need of 1:1 test takers. The SPED team will proctor students with 1:1 accommodations

provided the students have current IEPs. The number of necessary ToR proctoring days assigned are not set at this time if the state moves forward with in person testing. If EACS continues with virtual testing, ToRs will resume testing students on their own. **It is highly suggested that ToRs work with other ToRs to create a schedule and share the proctoring responsibilities.**

Intervention--WIN/SST/ELD

- **WHO to contact for what:**

- Elementary TK-6
 - WIN Program: Tamara
 - Concerns, Support & SSTs: Tamara
 - English Learners TK-12: Tamara
 - 504s Plans: April
 - NEW SPED Referrals: April
 - McKinney-Vento (Homeless, Foster, Mobile Youth): Tamara
 - Other/Unsure: Tamara

- Secondary 7-12
 - WIN Program: April
 - Concerns, Support & SSTs: April
 - English Learners TK-12: Tamara
 - 504s Plans: April
 - NEW SPED Referrals: April
 - McKinney-Vento (Homeless, Foster, Mobile Youth): Tamara
 - Other/Unsure: April

WIN Program

- **WIN Live:** Small group instruction will now support math, as well as reading.
- **WIN Online Requirement:** *Complete 3 lessons (pass minimum of 2) each week*
 - We are no longer tracking minutes
 - We have turned off the Close Reading domain (longer lessons) so all lessons will be around 20-30 minutes long
- **No longer using ToR WIN Data Sheets.** ToRs will fill out a Google Form to report assessment data 2-3 times per year
- **Weekly compliance checks** will be supported by a paraprofessional. ToRs will continue to communicate with families and provide support when needed.

ELD Program

- **ELD Live:** Small group instruction is no longer recommended, **it is required for all students designated as English Learners.** The INT department notified families of their scheduled days/times in the spring of the 21/22 school year.

- **Weekly compliance checks** will be supported by a paraprofessional. ToRs will continue to communicate with families and provide support when needed.

SST

- **Led by INT Contact:**
 - April - Grades 7-12
 - Tamara - Grades TK-6

SPED

- COC Policy Revision
 - In collaboration with the HS team - included language regarding timing of COC discussions; clarified and increased the Employment, Education, and Life Skills credit requirement.
- Sondra Ryan <sryan@excelacademy.education> is the SPED intake manager. When onboarding a new student with an IEP, contact Sondra once the MA is signed. Send her the student's name and parent contact information and she will follow-up with required next steps.
- You should receive the IEP at a Glance from the CM at the beginning of the year. If you don't please reach out to them.
- i-Ready Assessments:
 - At the IEPs, you will be invited to be a part of the conversation regarding i-Ready accommodations.
 - ToRs are responsible for administering the i-Ready assessments to ALL students on their rosters, including students needing 1:1 accommodations. The SPED team will administer the CAASPP to students who have designated 1:1 accommodations.
- 8th Grade Students
 - Beginning in March, if you have any 8th grade students with IEPs (not Speech Only) please do not schedule high school planning meetings. You, and the perspective counselor, will be invited to the Transition IEP.

ToR Protocol for Crisis Response

Suicide, Self-Harm, Emotional Distress, or Mental Health Concerns

When a student is identified by a staff member as potentially suicidal, inducing self-harm, experiencing emotional distress, or having mental health concerns, they will follow the protocol

provided for each scenario. Additional information can be found in our [Suicide Prevention Policy](#)

Crisis Team:

Operating Hours: Monday-Friday 8:00-4:30

**If you become aware of alarming concerns outside of school hours:

- **ToR** should advise parents to call 911, or take them to the ER.
- **If the student's life is in immediate danger & the parent does not seek immediate support**, ToR should call 911
- If parent refuses to access treatment for a student who has been identified to be at risk for suicide or emotional distress, the Crisis Team will meet with the parent to identify barriers to treatment and work to rectify the situation. If follow-up care is still not provided, an Excel Academy staff member may report the incident to Child Protective Services.

- ❖ LA County DCFS: (800) 540-4000
- ❖ OC County CPS: (714) 940-1000 or (800) 207-4464
- ❖ Riverside DCSS: (800)442-4918
- ❖ San Bernardino CPS: (800) 827-8724
- ❖ San Diego CPS: (858) 560-2191 or (800) 344-6000
- ❖ Ventura County CFS: (805) 654-3200 or 1-800-754-7600.
- ❖ National Child Abuse Hotline: (800) 442-4453

CORE Crisis Team:

Melissa O'Dell, School Counselor: (949) 774-6293 modell@excelacademy.education

Lisa Durham, School Counselor: (949) 774-5799 ldurham@excelacademy.education

April Saade, Assistant Director of Intervention: (949) 774-6231

asaade@excelacademy.education

Supporting Members:

** These staff members will be contacted by the Core Crisis Team as deemed necessary**

Rebecca Metoyer, School Psychologist: (714) 367-6749, rmetoyer@excelacademy.education

Noell Scott, School Psychologist: (949) 382-1198, nscott@excelacademy.education

Heidi Gasca, Director: (949) 412-3122, hgasca@excelacademy.education

ToR Protocol After Crisis

If the ToR learns of an attempted suicide, harm to self/others, or admittance to a treatment program, follow the protocol below:

- 1. Send Core Crisis Team an email (list of emails on page 1)**
 - a. State “URGENT CRISIS TEAM: (first initial). (last name)” in the subject line, notifying them of all known details of the situation.
- 2. Call Core Crisis Team Members until you speak with someone: School Counselors, Intervention Coordinator**
- 3. The Crisis Team will work together to support the student, family, & ToR.**
- 4. Once the situation is stable, an SST Meeting may be held, if appropriate**

Active Suicide or Harm to Self/Others with Excel Staff Present

In the case Excel Staff is present when a student attempts suicide, follow the protocol below:

- 1. Immediately call 911**
- 2. Supervise the student to ensure their safety until help arrives**
- 3. If possible, assign another Excel Staff Member to call Core Crisis Team Members until you speak with someone: School Counselors, Intervention Coordinator**
 - a. If parent/guardian was not present, Crisis Team will contact the parent and assist them.
- 4. Send Core Crisis Team an email (list of emails on page 1)**
 - a. State “URGENT CRISIS TEAM: (first initial). (last name)” in the subject line, notifying them of all known details of the situation.
- 5. Crisis Team will work together to support the student, family, & ToR.**
- 6. Once the situation is stable, an SST Meeting will be held.**

Signs of Suicide, Self-Harm, & Emotional Distress

Self-Harm Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Can be categorized as either nonsuicidal or suicidal. Although self-harm often lacks suicidal intent, youth who engage in self-harm are more likely to attempt suicide. For example:

- Cutting
- Burning

- Head banging

Risk Factors for Suicide

- Direct statements about suicide
- Indirect statements about killing, or harming themselves
- Expressing the desire to be dead
- Suicide ideation: talking about specific plans and/or details of suicide
- Suicide contagion: student knows someone who committed suicide recently
- Family history of suicide
- Prior suicide attempt
- Self-medication with drugs or alcohol
- Promiscuous behavior
- High-risk behaviors

Warning Signs

- Suicidal ideation
- Substance abuse
- Purposelessness
- Anxiety and agitation
- Feeling trapped
- Feeling hopeless
- Withdrawal, Isolation
- Anger
- Recklessness
- Mood Fluctuations
- Significant change in behavior and/or physical appearance
- **Any other unusual or upsetting behavior**

ToR Referral Protocol for Mental Health Conditions:

Mental Health Condition

A state of mental and emotional being that can impact choices and actions that affect wellness. Mental health problems include mental and substance abuse disorders

- Anxiety
- Depression
- Bipolar disorder
- Obsessive compulsive disorder
- Oppositional defiant disorder, etc

ToR Protocol

- 1. Send Core Crisis Team an email**

- a. State “IMPORTANT: (first initial). (last name)” in the subject line, notifying them of the condition.
2. School Counselor will reach out to the family to ensure the student is receiving proper support
3. If they need more support, an SST Meeting will be held with the ToR & Crisis Team

Crisis Services and Resources for Students:

Here is a link to mental health resources by county:

[Mental Health Referrals by County](#)

National Suicide Prevention Lifeline: The lifeline is a 24-hour, toll-free suicide prevention service available to anyone in suicidal crisis or their friends and loved ones. Call 1-800-273-8255. Callers are routed to the closest possible crisis center in their area.

www.suicidepreventionlifeline.org

Suicide online Chat format (similar to texting): Lifeline Chat is a service of the National Suicide Prevention Lifeline, connecting individuals with counselors for emotional support and other services via web chat. All chat centers in the Lifeline network are accredited by CONTACT USA. Lifeline Chat is available 24/7 across the U.S

<https://suicidepreventionlifeline.org/chat/>

The Trevor Lifeline: The only nationwide, around-the-clock crisis intervention and suicide prevention lifeline for lesbian, gay, bisexual, transgender, and questioning young people, 13-24, available at 1-866-488-7386.

TrevorChat: A free, confidential, secure instant messaging service that provides live help to lesbian, gay, bisexual, transgender, and questioning young people, 13-24 years old, access through your computer.

www.thetrevorproject.org

Crisis Text Line is a free, 24/7, confidential text message service for people in crisis. **Text HOME to 741741** in the United States

<https://www.crisistextline.org/>

Comprehensive Safety Plan

Click the link above to review Excel Academy’s safety plan for all possible scenarios.

Calendar



Excel Academy Charter Schools 2022-2023 Academic Calendar

July						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
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31						

August						
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September						
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30	31					

November						
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December						
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January						
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30						

May						
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June						
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25	26	27	28	29	30	

LPs	Dates	Days
1	9/1 - 9/23	16
2	9/26 - 10/21	20
3	10/24 - 11/18	19
4	11/28 - 12/16	15
5	12/19 - 1/27	18
6	1/30 - 2/24	18
7	2/27 - 3/24	20
8	3/27 - 4/28	15
9	5/1 - 5/26	20
10	5/29 - 6/9	14
Total		175

- school holidays
- end of semester
- P1/P2 attendance
- Pali 10/21-10/23
- All staff meetings
- Graduation TBD
- Spelling/Geo Bee TBD
- TECH DAY POTENTIAL
- testing dates TBD

Instructional Funds, Materials, and Content & Community Providers

Instructional Funds Information and Guidelines

Each California state student generates funds by his/her average daily attendance (ADA). The funds are budgeted for use as outlined in the school's Local Accountability Plan (LCAP). Guidelines are as follows:

- Excel Academy may not provide any funds or other things of value to the pupil, or his or her parent or guardian, that a school district could not legally provide to a similarly situated pupil of the school district, or to his or her parents or guardian.
- Excel Academy may only receive funding for the provision of independent study to pupils who are residents of the counties the school serves.
- The Instructional Funds (IF) are appropriated for education purposes to deliver the student's educational plan. The funding may only be spent on appropriate educational materials for the enrolled student. They may not be used to provide educational materials/admissions for siblings or parents or anyone else not enrolled in Excel Academy, or for materials not applicable to the enrolled student's educational plan.
- IFs may be used on educational materials or services that are approved by the Teacher of Record (ToR).
- These funds can NOT be used for items designated in the Policy for Criteria of Materials or activities/product/instructors disallowed in the Conflict of Interest Policy. They also cannot be spent on any item or activity that requires payment for transportation. Excel Academy does not pay for transportation, as we receive no transportation funding. For our students, core learning occurs remotely and anything the parent/guardian/student chooses to do outside of their home needs to be within the realm of what transportation they can and want to arrange/provide.
- The amount of funding is based on the ADA calendar the state uses to appropriate school funds. The IF amount is prorated and differs depending on the student's enrollment date.
- Students who are enrolled on the first day of the school year will have the maximum amount of appropriated funds when planning their educational program. Students who enroll later in the year will have less than the maximum amount of appropriated funds with which to plan.
- For the 22/23 school year, the maximum IF appropriation for each student is \$2200 for TK-K on the Personalized Path, \$2,700 for grades 1 -8th on the Personalized Path, and \$3,200 for grades 9–12 on the Personalized Path. Students in grades 1-6 on the Virtual path will receive \$1500, ~ for students who are enrolled for the entire 175 school days. The IF's are placed into the IF account in two or three disbursements during the school year. No school funding is provided directly to parents or students for any purpose.
- All families must have the [Content & Community Provider Agreement](#) on file with their TOR before being allowed to request purchase orders
- Excel Academy reserves the right to determine what services and materials will best promote the student's academic achievement. IF spending ought to be considered as being ultimately at the school's discretion.
- April 7th is the deadline for orders to be submitted by parents and approved in OPS no later than April 28th. It is vitally important to place orders earlier than the deadline.

After the deadline, no purchase orders can be submitted. IFs do not roll over from year to year. If the IFs are not used by the deadline they will no longer be accessible.

- IFs should be spent evenly throughout the year. All orders containing excessive quantities of anything will be reviewed by the Business Services Purchasing Coordinator, Business Services Manager, or administration. It is imperative that the parent and ToR ensure that students receive services and materials throughout the year.
- Student must reasonably be able to use all items by the last day of school. If the Business Services Department (or SSD??) does not believe all items can be used in time, items will be reviewed and non-essential items may be canceled from the order.

Management of Instructional Funds

The parent/guardian and the ToR will work in cooperation to evaluate the most effective use of funds to produce the best possible outcomes in terms of student learning. It is the ToR's responsibility to help each family manage their IF account within the guidelines set forth. Please be mindful that while these funds are allotted to each student, the funds remain part of the Excel Academy's budget and the items purchased with these funds remain Excel Academy's property. It is the ToR's responsibility to make sure that each family does not spend in excess of their allotted IFs. Parents can obtain information on their IF balance at any time by contacting their ToR or logging into their access point in OPS. Parents are encouraged to assist in determining the allocation of these funds, however, the ultimate responsibility for ethical and professional distribution of these funds is the ToR's. This responsibility is not shared and the ToR is responsible to ensure that all core curriculum has been put in place prior to requesting purchase orders for extracurricular activities. The administration will mediate any disagreements between parents/guardians and ToRs regarding IF purchases.

Criteria for Materials That Can Be Purchased with Instructional Funds

Excel Academy receives funding from the state to support student learning and progress toward the state's standards. Therefore, IFs need to be spent on educational items that meet the criteria below. ToRs will consult with the Business Services Purchasing coordinator for additional clarification on acceptable IF purchases. The list below should not be considered as all-inclusive and Excel Academy reserves the right to the interpretation of the below criteria and to exercise final judgment on how IFs will be used.

Here are some examples of things that can be purchased with IFs:

- CORE educational classes
- CORE materials and curriculum
- CORE tutoring
- Elective educational classes
- Elective educational materials/supplies
- School supplies
- School sponsored field trips
- Music lessons
- Physical education classes

General Criteria:

- Educational curriculum ordered is appropriate for the student's courses and learning plan.
- Materials must be used to meet state and school standards for the student for whom the materials are being purchased.
- All materials must be non-sectarian and non-denominational.
- As a general rule, **basic, economical items/models must be selected.** If the student requires a higher-priced, less than basic item/model, a statement from the ToR justifying the purchase may be required.
- School & office supplies adequate for learning basic course skills (paper, pencils, etc).
- Materials for a documented educational project: fabric, wool, yarn enough for one project (exception: no food purchases allowed.) **ToRs are responsible for monitoring the quantities of items purchased.**
- Educational software to instruct and enhance learning in a subject area.
- Materials must not expose the ToR or student to danger or serious injury.
- Tracking forms & educational plans are required for certain items.
- School sponsored field trips.
- No more than 2 black printer ink cartridges and 1 color ink cartridge per semester - Printer must be an Excel purchased printer.
- 1 Toner Cartridge per semester.
- Only 2 reams of paper are allowed per semester per student.
- Organizational items if only intended to be used by the student explicitly for the organization of school supplies.
- Instruments are to be rented out by an approved vendor. If a rental instrument is not in stock, proof needs to be submitted to Business Services that it is not in stock first, in order to purchase an approved instrument. Instruments need to be Purchased no later than January 30th.

Disallowed Items: (Please see complete list [here](#))

If a ToR inadvertently orders materials from this list, the ToR will collect the materials and return them to school administration.

Disallowed Items by Category:	Household Furniture	Technology	Personal Items	Kitchen	P.E. Equipment	Art	Outdoors	Music	Dangerous Items
	Furniture	Computer Parts	Toys or items with no educational value	Popcorn Popper	Skis	Epoxy/Resin	Grass Watering Kits	Tuner	Knives
	Storage	Accessories & Software(1)	Personal Hygiene	Trays	Bicycles	Cricuts & Accessories	Garden Ponds	Instrument Stools	Poisons
	Storage containers	Phones	Costumes	Plates	Tricycles	Vinyl	Swimming Pools	Drums	Darts
	Picture Frames	Dictation Equipment	Uniforms	Silverware	Scooters	Heat Transfer Paper	Watering Cans	Electric Guitars	Sharp Items
	Footrest	TV's	Clothes	Food Coloring	Yoga Mats	Wax	Sharp Gardening Kits/Tool Set	Amplifier	Bow & arrows
	Chairs	3D Printers & Filament Refills	Makeup	Basic Kitchen Items	Weights	Wax Stamp Kits	Already grown plants	Cello	Weapons
	Lapdesks	Ink (2)	Jewelry	Kitchen Scale	Gloves	Hot Glue Guns	insect lore (1 per semester)	Harp	Welding Equipment
	Iron	Coding Robots over \$80+	Backpacks	Disposable Gloves	Mitts	Pottery wheels	Bubbles/Bubble Machines	Piano	Explosives
	Bookshelves	VR Goggles	Power Tools	Chef Hats/Hair Nets	Bats	Large Easels		Keyboard over \$75	Weedkiller
	Washer/Dryer		Wrapping Paper	Aprons	Rackets	Dried Flowers			Insect Repellant
			Gift Bags		Helmets				Fertilizer
			Soap Making Kits		Golf Clubs				
			Candles		Paddleboards				
			Fingertip Moisturizers		Gymnastics Equipment				
			Hairspray Bottles		Hockey Equipment				
			Balloons		Pogo Sticks				
			Rolling Whiteboards (3)						
			Household Cleaning Supplies						
			Hand Sanitizers						
			Fidget Toys						
			Rubix Cubes						

- (1) Accessories (ie. Tablet covers) & Software cannot be purchased for non-Excel-owned technology
- (2) Printer ink can only be purchased for an Excel purchased printer (No personal printer ink allowed)
- (3) Whiteboards must be within 48 x 36 inches
- Sectarian materials (see below for detailed instructions)

Sectarian Materials

School materials cannot have sectarian/religious content. The ToR will ensure sectarian/religious materials are not ordered with IFs

Technology Options

At Excel Academy, we value the use of technology as a powerful educational tool. Therefore, we offer our students a variety of technology options for purchase with IFs. Please be aware that, like all school materials, computers ordered with IFs are property of the school and must be returned when a student's enrollment in the school ends.

- Environmental waste fees and warranties for school owned computers must be purchased with IFs.
- All families must have the [Excel Academy iPad & Laptop Lease Agreement](#) on file with their ToR, **PRIOR** to purchase, to ensure internet safety for students and that internet and computer policies and procedures are followed.
- All accessories and software purchased must be only used for devices issued by Excel Academy. Excel Academy does not assume any liability for accessories and software installed on or used with non-Excel Academy issued devices.
- *Please note that computers don't come with any additional software (e.g. Microsoft Word).
- A list of available technology options can be found [here](#). All computer orders must be placed according to the options listed on the technology options.
- One computer or tablet per student.

Community Provider

An approved community provider is a provider that supplies services paid for with IFs. Approved services include but are not limited to: class fees, material costs (if approved as a materials provider), enrichment activities, community involvement activities, core subject assistance, and other educational services from our current approved vendor list. All approved community providers must provide proof of background check clearance from the Department of Justice, proof of commercial liability insurance, and complete our pre-approval process.

The list below should not be considered as all-inclusive and Excel Academy reserves the right to interpretation of the below criteria and to exercise final judgment on how IFs will be used.

****Please note that all service orders must be placed 10 days prior to the start of class to allow time for processing.****

Excel Academy does not pay for registration fees or membership fees.

Community Provider Policy

- If instructional funding is to be used for approved services, all school policies and procedures must be followed.
- Prior to a student placing an order for a community provider, who is supplying non-core for TK - 8th grade students elective activities with instructional funds, core curriculum

must be in place and the ToR must confirm that the student is making adequate progress with respect to grade appropriate standards.

- The services must be approved by the ToR, the purchase order (PO) must be submitted and received by the community provider prior to the event/activity.
- Excel Academy will not, under any circumstances, reimburse parents or ToRs for a student's participation in any services.
- No sectarian or denominational instruction may be given in any course/activity paid for by the school.
- The community provider must be approved before the school will pay for any services.
- School funding may only be used for students currently enrolled in the school, during the school year.
- The school does not pay for season passes, memberships, registration fees, and recital fees.
- Excel Academy cannot pay for uniforms, belts, costumes, makeup, and/or ticket costs.
- All non-core/elective VCIs over \$500/mo must have a ToR note on the PO stating the student is doing well academically and has core curriculum in place.
- Any orders placed after the first of the month for that month MUST be prorated to only pay for services provided 10 days after the order was placed and must include the service start date on the description line. Per the Content & Community Provider Agreement, Excel Academy will not pay for any services rendered prior to POs being created, including the 10 day approval time frame. For example, an order placed on 9/10/2022 must be prorated for services given on or after 9/20/2022

Field Trips

Field Trips are group activities that are organized and overseen by the Field Trip and Special Programs Coordinator and school representatives. Field trips are a great, fun way for students and parents to join other students while pursuing their individual learning plans.

Field Trips are school activities for which a parent can decide if their students and family would like to attend. Students' participation in a trip is paid through their IFs, and parents and siblings will pay out of pocket.

Subscriptions

Excel Academy allows students to order educational subscriptions from CCPs like Kiwi Crate and History Unboxed. The following guidelines apply to subscriptions purchased in the 22/23 school year.

- 12 month subscriptions must be ordered between September and December 15.
- 6 month subscriptions can be ordered between December 15 and February 28.
- After February 28 all subscription orders must be for 3 months or fewer.

Gardening

Some providers offer gardening materials to students. The following restrictions apply to gardening items purchased in the 22/23 school year.

- All items must be basic in nature.
- Only enough materials for one educational project are allowed per semester.
- Educational projects must be documented through learning samples and monitored by the ToR.
- Items like seeds, bulbs, and soil are allowed but must be basic in nature.

- Gardening tools may be ordered but cannot be sharp or dangerous to the student, and must be basic in nature.
- Additional items such as composters, sprouting trays, label sticks, and small pots may be ordered, but must be basic in nature.
- No items that students will wear, such as gloves or aprons, may be ordered.
- All equipment must be deemed fit for child educational gardening use.
- No furniture is allowed.
- No already grown plants are allowed -- seeds only.
- No potentially dangerous items such as weedkiller, insect repellent, or fertilizer.

LEGO Education

LEGO provides educational kits that are subject to the following guidelines in the 2022/2023-school year:

- All orders must be placed for kits on the LEGO Education website.
- All orders must have clear educational value (no minifigure kits allowed).
- Any LEGO Education order must be documented through learning samples monitored by the ToR, and documented on the AWR.
- Kits must be grade-level appropriate.

Cancellation Policy

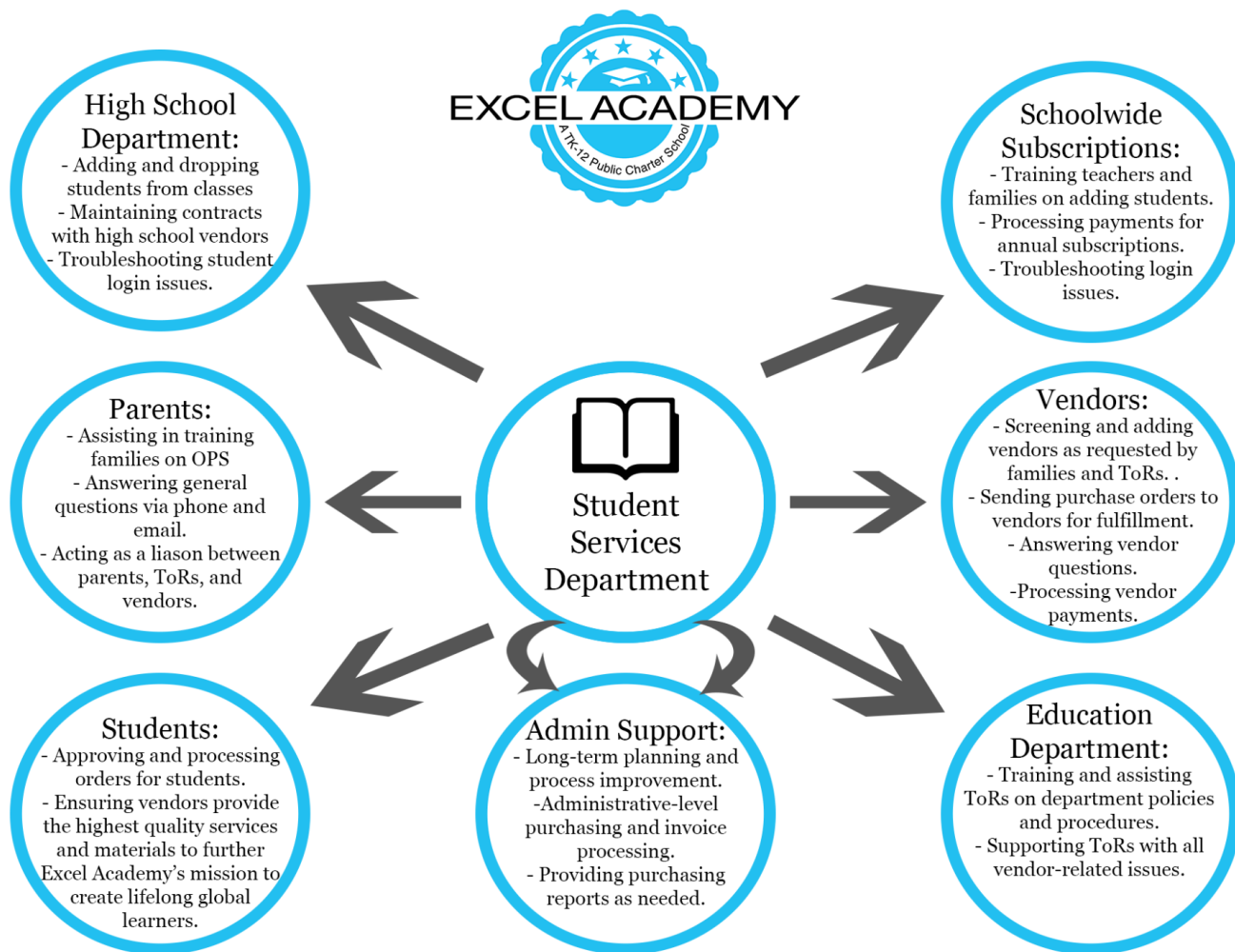
We cannot cancel an EMR order after they are processed and sent to the Content Provider. Once materials are requested, the Student Services Department will order them and they cannot be canceled. If an order has not been processed and is still in “Pre-Pending Status,” the parent can cancel or edit the purchase order in OPS. For VCI orders, Community Providers **must** be notified, by the parent or guardian, of cancellation prior to orders being canceled in OPS.

Disallowed Educational Activities

The following activities are examples of disallowed activities that cannot be paid for with IFs since they impose high liability and/or political risk to the school. CCP’s who provide the below services will not be approved.

- Religious, sectarian, or denominational services or materials
- Scuba Diving
- Sky Diving
- Water / Jet Skiing
- Skiing / Snowboarding
- Aircraft-related activities
- Behind the wheel driver’s education
- Any motorized vehicle operation
- Extreme sports that expose the student to unnecessary risk: outdoor rock climbing, white water rafting, paragliding, etc.

ORDERING INSTRUCTIONS



Content & Community Provider (CCP) List Located on Website

Families can log in to their online profile to search for appropriate CCPs in their area.

If a parent is only looking for local classes/instructors (community providers), we have a fantastic new app for that on our website: [Map Search](#)

Please make sure your families are aware of these search tools! They can both be found under the CCP tab on our website.

Glossary of Terms

- EMR: Educational Materials
- VCI: Educational Services
- OPS: Online Purchasing System. The system we use for ordering educational materials and services.
- Red notes: Individual guidelines for placing orders.
- Internal notes: Notes placed on orders after they have been created. Method for admin and teachers of record (ToRs) to communicate about a specific order.
- Consumable items: Items that (A) are under \$30 and/or (B) cannot be reused by another student. Examples of consumable items include: workbooks, pens, paper, pencils, printer ink, etc.
- Non-consumable items: Items that (A) are over \$30 and/or (B) can be reused by another student.
- Purchase order status terms:
 - **Pre-Pending:** Order has been placed by the parent and is *pending review by the ToR*.
 - **Pending:** ToR has carefully reviewed the order to ensure that the items or services being ordered correspond to Excel Academy guidelines and selected “Pending,” OR the ToR has placed the order on behalf of the parent (*orders placed by ToR are assumed to have been carefully reviewed*).
 - **Approved:** Order has been reviewed and approved by the Student Services Department.
 - **Processed:** Order has been sent to the CCP for fulfillment.
 - **Received Partial (EMR ONLY):** ToR has indicated that some, but not all, of the items on the order have been received.
 - **Received Fully (EMR ONLY):** ToR has indicated that all items on the order have been received.
 - **Invoice Matched:** Student Services Department has received the invoice from the content or community provider and matched the order in OPS to match what the charge shows on the invoice.

Content & Community Provider (CCP) Agreement

A signed copy of the [Content & Community Provider Agreement](#) must be on file before the ToR can begin placing purchase orders for services. This is critically important! The ToR must go

over the CCP Agreement carefully with each parent before signing. **If the parent doesn't understand their role in requesting service purchase orders correctly, it will cause problems for the ToR, the Business Services Department, the community provider, and the parent. (Parent must contact a community provider to see if they are able to accommodate the student before placing an order. The community provider will then hold a place for the student.)**

The ToR may be asked to produce a copy of the signed Content & Community Provider Agreement at any time.

ToR RESPONSIBILITY

While families are able to place orders, and the Business Services Department screens each for compliance, *it is ultimately the ToR's responsibility* to ensure that all items correspond to the [Ordering Guidelines](#) and that families adhere to the CCP Agreement. Keeping in compliance with these guidelines is critical to ensure both our students' academic success and the longevity of our school. Read the guidelines carefully, and follow all instructions listed in the red notes.

NON-CORE CURRICULUM ORDERING

Student academic achievement is of paramount importance to Excel Academy, and it is the ToR's responsibility to ensure that core curriculum is in place before allowing families to place orders for electives and other non-core materials or activities. It is the duty of the ToR to exercise their best judgment in approving all orders.

EMR ORDERS

Placing EMR Orders

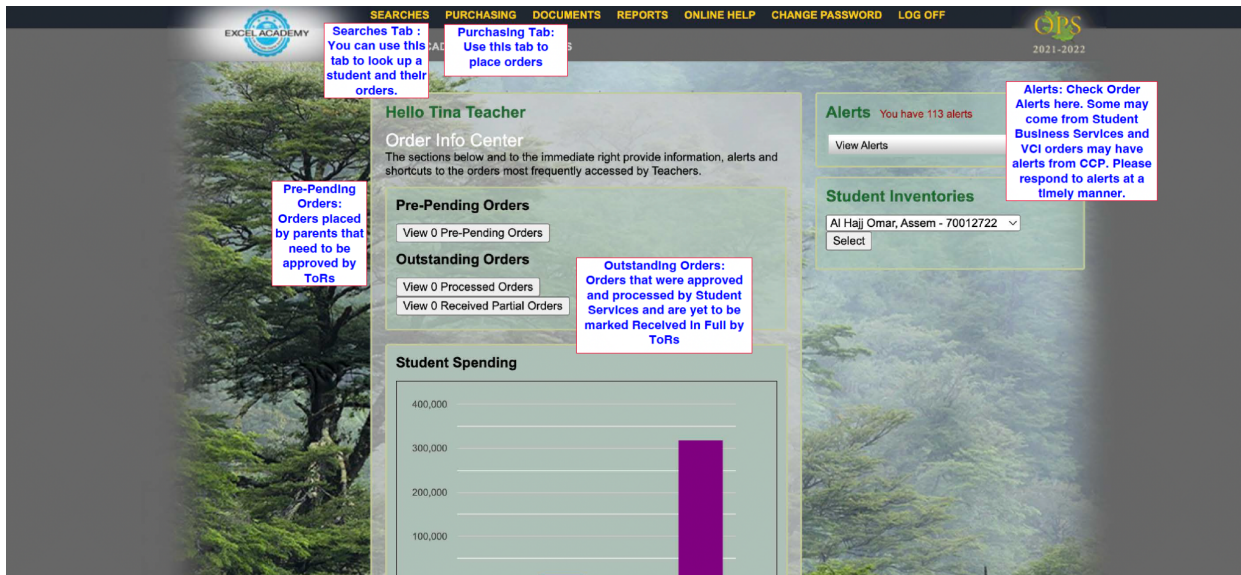
To place an EMR (Educational Materials) order you must first review the order for content and appropriateness of educational material requests. **Look up each item on the provider's website and confirm the item number, description, cost and availability. You must verify that items do not contain religious content as well as the cost of the item.**

**Please note:

- 12 month subscriptions must be ordered between September and December 15.
- 6 month subscriptions can be ordered between December 15 and February 28.
- After February 28 all subscription orders must be for 3 months or fewer.

Training video: [ToR EMR Training](#)

1. Log in to [OPS](#). The dashboard will show any applicable alerts and orders that need to be marked received. ****OPS uses the word vendor which we refer to as Content Provider or Community Provider****



2. Click on the **“Purchasing”** tab on the top and a list of available content and community providers will be shown. Select the student from the **“Select Student”** drop-down list. You will see the available funds for the student there. **You must be sure there are enough funds in the account to cover the order plus about 30% for shipping, handling and tax.** These costs are estimates and will be adjusted when we receive the invoice.

Select Student:		Date:	
Testson, Test, test - 100 EUs ▼		Jul 2, 2019	
Available Funds:			
Student Totals		<< Totals do not include tax and shipping for the current request.	
Available:	\$100.00		
Pending:	\$0.00		
Net Balance:	\$100.00		
Tax and shipping may apply (unless vendor has been designated as "pickup" or 0% tax rate).			
Requests:			
Type of Request	Vendor	Number of Items	Make Request Form
EMR Requests	Select Vendor ▼	8	Request
VCI Requests	Select Vendor ▼	1	Request
VCI Catalog Requests	Select Vendor ▼	-	Request
COLLEGE COURSE Requests	Select Vendor ▼	2	Request
COMPUTER/ISP/SOFTWARE Requests	Select Vendor ▼	4	Request
ACTIVITY Requests	Select Subject ▼	1	Request
			Request Total (excluding tax and shipping). \$0.00
Proceed to Checkout			

3. Select an EMR (content) provider from the first drop-down menu and indicate the number of items needed on the purchase order. Number of items in this case are item lines not quantity. You can change the quantity on the next screen. **If you forget item(s), you may add additional lines after completing instructions #1-6.** Then press **“Request”**.

4. First, read any **red notes** on the top of the page. Not every provider has red notes. Make sure you follow the red notes for each provider that has red notes. See below:

View site information **Rainbow Resource Center [P]** (VENDOR NOTE: PLEASE Double check for religious materials! Especially LATIN & SCIENCE & HISTORY CURRICULUM! No-No List - Parachutes over 6ft. No Latin Primer, NO Visual Manna --i.e. Teaching History Through Art or Teaching English Through Art. No Latin Road to English Grammar, No Memoria Press, Apologia, Bob Jones University-Latin for Children-Classical Academic Press- Monarch, Ignitia, Switched-On Schoolhouse, Latins Not So Tough, LIFEPAK, The Weaver Curriculum, La Clase Divertida, Alpha Omega Science, Science in the Ancient World, Science in the Beginning, Memoria Press, Lift up your Eyes on High- Understanding the Stars, Climbing To Good English, Life of Fred books. Childs History of the World by V.M. Hillyer. Pathway Readers. Five-in-a-Row NOT VOL. 4 or the Christian character and Bible supplement. Grammar of Spelling ANY Learning Language Arts Through Literature or GREENLEAF PRESS MATERIALS NOT PERMITTED ie- Famous Men of the Renaissance and Reformation, etc. IEW Ancient History Based Writing Lessons and IEW Fables, Myths, and Fairy Tales Writing Lessons not permitted- No Homeschool In The Woods timeline books or curriculum, Notgrass America The Beautiful, Sign Language for Everyone, Singapore Math MUST be ordered through our Singapore Math vendor. Rainbow cant sell S.M. to Charter Schools - as per S.M.s request. Please check all Horizons items - some are not secular. Write shop ALLOWED items: WriteShop Primary Book A WriteShop Primary Book B WriteShop Primary Book C WriteShop Junior Book D WriteShop Junior Book E Blue Book of Grammar and Punctuation. YOU MUST ENTER THE 5 DIGIT RR NUMBER NOT THE ISBN NUMBER Reasons for Science)

Category	Item	Description	Consumable	Qty	Cost	Total
Select Category			Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/>	1	\$	\$
Select Category			Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/>	1	\$	\$
Select Category			Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/>	1	\$	\$
Select Category			Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/>	1	\$	\$
Select Category			Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/>	1	\$	\$
Select Category			Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/>	1	\$	\$

This is how the red notes for Rainbow Resource appear when attempting to place an order. Please ensure all orders follow these guidelines. Following proper ordering procedures is essential to your families receiving their items in a timely manner.

5. Next, click "**Select Category**" to access the drop down menu. Choose the most appropriate category for each item. Fill in "**Item Number**" with the item number for the product. **If there is no item number available enter 0000.** For "**Con.**" (consumable) you must click "**Y**" or "**N**". **All items under \$30 may be marked consumable. Items that cost more than \$30 that can be used by another student must be marked nonconsumable.** For "**Qty**" (quantity) enter the correct number. For "**Cost**" enter the cost for the individual item. **You must verify the cost on the vendor website.** OPS will calculate the total cost, **but note that this is a subtotal and shipping/tax has not been factored in during this step.** When complete, click on "**Add to Request**".

Select Category			Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/>	1	\$	\$
Select Category			Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/>	1	\$	\$
Select Category			Y <input type="radio"/> N <input type="radio"/> O <input type="radio"/>	1	\$	\$
Request Total (from request page). \$ 1.00		Add to Request Saves, but does not submit				

6. Pressing "Add to Request" **will not create the purchase order.** It will save that individual order. You can see the amount previously requested at the bottom of the request form once you return to that page.

1	Request
Request Total (excluding tax and shipping). \$1.00	

7. If you have another order that must be placed for that student you may follow steps 3-6. Additional items/lines can also be added to an order that is still in the Request 'cart' by

repeating steps #3-6. Avoid combining VCI and EMR orders into the same ‘checkout’ as the EMR orders will appear on the VCI OA.

8. Once you have completed this process, click “Proceed to Checkout.”

VCI Catalog Requests	Select Vendor ▼
COLLEGE COURSE Requests	Select Vendor ▼
COMPUTER/ISP/SOFTWARE Requests	Select Vendor ▼
ACTIVITY Requests	Select Subject ▼
Proceed to Checkout	

8. On the checkout screen, you will see a summary of the individual orders you have placed. Review your orders to make any last-minute corrections (you **must** press “Update Order” for the changes to be saved), then press “Confirm Request.”

Confirm Request				Delete Request			
EMR Requests - Rainbow Resource Center [P] - V_ship is Ship							
Remove	Category	Item	Description				
<input type="checkbox"/>	Math ▼	0000	TEST ITEM				
EMR Requests - Amazon - V_ship is Ship							
Remove	Category	Item	Description				
<input type="checkbox"/>	Language Arts ▼	0000	TEST ITEM				
Update Order							
Confirm Request				Delete Request			

9. You will then be presented with the confirmation screen, where you can click on the purchase order numbers to see the PO details.

Request Confirmed

Teacher: (#8888)
 Student: (#test) - Test Testson
 Tax: \$0.16
 Shipping: \$30
 Order Total: \$32.16 includes estimated tax and shipping if applicable.

You requested the following items:

EMR Requests - Rainbow Resource Center [P] PO Number: 263210704						
Category	Item	Description	Con.	Qty	Cost	Total
Math	0000	TEST ITEM	Y	1	\$ 1.00	\$ 1.00
						Total: \$16.08

EMR Requests - Amazon PO Number: 263210705						
Category	Item	Description	Con.	Qty	Cost	Total
Language Arts	0000	TEST ITEM	Y	1	\$ 1.00	\$ 1.00
						Total: \$16.08

[Order Agreement Form](#) | [Email OA](#) | [Order More Materials](#) | [Add internal note](#) | [Add PO note](#)

The 'Duplicate Order' button will only duplicate one order at a time. It will only duplicate the last order on 'Requests' containing multiple orders.

PO details:

ORDER SUMMARY
 Ordered under: [Guy StokleyTeacher](#)
 Please use the form below to change an order's status.
[alert admin](#)

Student	Test Testson - Gr. emr	Order Notes:	Add internal note View/Add PO note					
Available EU's	67.84							
Vendor	Rainbow Resource Center [P]							
PO Number	263210704 - Date Requested: 07-02-2019							
Order Type	EMR							
Order Status	Pending <input type="button" value="Update Order"/> <input type="button" value="Return To List"/>							
Line#	Status	Item	Description	Category	Consumable	Quantity	Unit Cost	Pending Cost
1	Pending <input type="button" value="Update Order"/> <input type="button" value="Return To List"/>	0000	TEST ITEM	Math	<input checked="" type="checkbox"/>	1	1.00	1.00
							Tax:	0.08
							Shipping:	15.00
							TOTAL:	16.08

Tax and shipping may change when invoice matched.

Invoice Info:

10. On this screen you may edit any changeable fields while the order is in the “Pending” stage. If you have a question for Admin, you may send a note to the Business Services Department by clicking to add an [internal note](#). An example would be if you want items shipped directly to you, the ToR first - you would add a note to ship to you ~ Otherwise the order will ship directly to the family.

Marking EMR Orders Received

All materials are shipped directly to the students’ residence. **It is critical that the ToR mark the order received within 48 hours of receipt.** For all materials received, the ToR verifies the contents of the box against the packing list. To mark an order received, locate the purchase

order in OPS (see [“Searching for Orders”](#) section on how to perform a PO search). Change the status of each item received to “Received.” When finished select “Update Order.”

ORDER SUMMARY		
Ordered under, Guy StokleyTeacher Please use the form below to change an order's status. alert admin turn off alert		
Student	Test Testson - Gr. emr	
Available EU's	51.76	
Vendor	Rainbow Resource Center [P]	
PO Number	263210704 - Date Requested: 07-02-2019	
Order Type	EMR	
Order Status	<div style="border: 1px solid black; padding: 2px;"> Processed ▼ Processed Received Full Return To List Received Partial </div>	
Line#	Status	Item
1	Processed ▼	0000
Tax and shipping may change whe		
<input type="button" value="Update Order"/> <input type="button" value="Return To List"/>		
Invoice Info:		

For damaged or missing items, leave status as “Processed” and place an [internal note](#) for our Business Services department and select alert.

Use “Received Partial” only if part of the quantity of an item ordered has been received. Ex: 3 boxes of crayons were ordered and only 1 box is received. Place a note and alert admin if an incorrect amount of items is received.

Approving EMR Orders Placed by Parent

Orders placed by parents must be thoroughly reviewed by ToRs to ensure that they meet Excel Academy ordering standards. [Ordering Guidelines](#) are available to ToRs and to parents as well.

EXAMPLE: In the below order placed by the parent, there are several issues that need addressing.

ORDER SUMMARY
 Ordered under: [Guy Stokley Teacher](#)
 Please use the form below to change an order's status.
[alert admin](#) | [turn off alert](#)

Student: [Test Testson - Gr. emr](#) Order Notes: [Add internal note](#) | [View/Add PO note](#)

Available EU's: 955.95

Vendor: Rainbow Resource Center [P]

PO Number: 263210760 - Date Requested: 07-03-2019

Order Type: EMR

Order Status: Pre-pending ▼
[Update Order](#) [Return To List](#)

Line#	Status	Item	Description	Category	Consumable	Quantity	Unit Cost	Pending Cost
1	Pre-pending ▼	34092	Art Book	Art	<input checked="" type="checkbox"/>	1	10.00	10.00
2	Pre-pending ▼	40938	Toy	Multi-Subject	<input type="checkbox"/>	1	50.00	50.00
3	Pre-pending ▼	54921	Math Book	Science	<input type="checkbox"/>	1	15.00	15.00
4	Pre-pending ▼	32981	J	Office/School Supp	<input type="checkbox"/>	1	0.00	0.00

Tax: 5.81
 Shipping: 15.00
TOTAL: 95.81

Tax and shipping may change when invoice matched.

[Update Order](#) [Return To List](#)

Invoice Info:

- Toys are not appropriate uses of student funds. To cancel this item, click on the drop-down box **on the specific line** and select “Canceled”, then press “Update Order.”

Pre-pending ▼

[Update Order](#) [Return To List](#)

Status	Item	Des
Pre-pending ▼	34092	Art Book
Pre-pending ▼	40938	Toy
Pre-pending	54921	Math Book
Canceled by Teacher	32981	J

Item descriptions will not be as blatant as the above example. You must be judicious in scrutinizing each item on an EMR order.

- These item descriptions are incomplete. All orders must have the full name of the product in order to be approved and processed. Full Description of items must be in the Description section.
- Line item 4 has an incomplete item description and price. Look up the item number on the Rainbow Resource website (or whichever vendor the order is for) and find the correct item. Update the item description and unit cost to the correct item and press “Update Order” at the bottom.
- It is also the ToR’s responsibility to ensure that items are correctly marked as consumable or non-consumable.

Once you have approved the items on the order, reviewed that the item numbers, descriptions and prices are correct, change the line item status using the drop-down to “Pending” and press “Update Order.”

How to place a VCI order

Training video: [ToR VCI Training](#)

1. Check the provider’s website OR CALL to confirm class description, cost and payment option (either monthly or lump sum—see item 6).

2. Follow the first two steps of the Placing EMR Orders.

3. Choose the correct provider name from the “VCI Requests” drop-down.

Select Student:		Date:	
Testson, Test, test - 955.95 EUs ▼		Jul 3, 2019	
Available Funds:			
Student Totals			
Available:	\$955.95	<< Totals do not include tax and shipping for the current request.	
Pending:	\$144.05		
Net Balance:	\$955.95		
Tax and shipping may apply (unless vendor has been designated as "pickup" or 0% tax rate).			
Requests:			
Type of Request	Vendor	Number of Items	Make Request Form
EMR Requests	Select Vendor ▼	8 <input type="text"/>	<input type="button" value="Request"/>
VCI Requests	TEST VENDOR, - TESTVEND ▼	1 <input type="text"/>	<input type="button" value="Request"/>
VCI Catalog Requests	Select Vendor ▼	-	<input type="button" value="Request"/>
COLLEGE COURSE Requests	Select Vendor ▼	2 <input type="text"/>	<input type="button" value="Request"/>
COMPUTER/ISP/SOFTWARE Requests	Select Vendor ▼	4 <input type="text"/>	<input type="button" value="Request"/>
ACTIVITY Requests	Select Subject ▼	1 <input type="text"/>	<input type="button" value="Request"/>
Request Total (excluding tax and shipping).			\$0.00
<input type="button" value="Proceed to Checkout"/>			

4. Then, check for any **red notes** that will determine how the provider requests the order to be placed. This particular provider doesn't have any so there are none listed. Next, choose the most appropriate "**Category**" on the drop down menu, write a brief description of services, **including the class’s start date** under the field "**Description**," use the drop down menu to select the correct months, **enter the cost per month or lump sum payment if lump sum was requested** and click "**Add to Request.**"

VCI Requests - TEST VENDOR (VENDOR NOTE: TEST VENDOR SET UP TO TEST THE VENDOR LOGIN)				
Category	Description	Month	Cost	Total
Math ▼	Mathematics classes Tuesday and Thursday, start date 9/3	September ▼ to December ▼	\$ 100 <input type="text"/>	\$ 400.00 <input type="text"/>
Request Total (from request page). \$ 400.00			<input type="button" value="Add to Request"/>	

- If placing an order for one month only, select the same month from both drop-downs.

- If placing an order for more than one month, select the first month of service to the last month of service. *The system will create as many POs as there are months that are selected.*
- If placing an order MID month, please be sure that you have notated the start date on the PO (the start date needs to be after the date the PO was submitted) and **ALERT** admin.

5. The months are divided into separate purchase orders. Community Providers have the option of being paid monthly or in a lump sum at the end of the class. If the community provider requested to be paid monthly, costs will be entered for each month. Check for accuracy and click **"Add to Request."**

**If the student enrolls late and has a partial month of service please work with the CCP to figure out the pro-rated cost for a partial month of service.

6. If the provider has requested to be paid in a lump sum at the end of the class, Please create a PO for **last month of the class only.** ToR will enter in the description line **"Title of Class - Sept - Jan - Lump sum requested"**. Please hit Alert so the Student Services Department knows to send this notice to the community provider right away. Check for accuracy and click **"Add to Request."**

7. After verifying all the information, click "Proceed to Checkout." Click on "Confirm Request" if all information looks correct.

Confirm Request		Delete Request			
VCI Requests - TEST VENDOR					
Remove	Category	Description	Month	Cost	Total
<input type="checkbox"/>	Math	Mathematics classes Tuesday and Thursday	September	100.00	100.00
<input type="checkbox"/>	Math	Mathematics classes Tuesday and Thursday	October	100.00	100.00
<input type="checkbox"/>	Math	Mathematics classes Tuesday and Thursday	November	100.00	100.00
<input type="checkbox"/>	Math	Mathematics classes Tuesday and Thursday	December	100.00	100.00
Update Order				Updated Total: 400.00	

Confirm Request Delete Request

8. **IMPORTANT:** On the next screen you **absolutely MUST** click on **EMAIL OA**. If you forget to email the OA, you can send it using [these instructions](#).

Without this the provider will not be notified that a PO has been created and your student may not be able to receive the services requested.

Request Confirmed

Teacher: (#8888)
 Student: (#test) - Test Testson
 Tax: \$0
 Shipping: \$
 Order Total: \$400 *includes estimated tax and shipping if applicable.

You requested the following items:

VCI Requests -TEST VENDOR PO Number: 263210767 (VENDOR NOTE: TEST VENDOR SET UP TO TEST THE VENDOR LOGIN)				
Category	Description	Month	Cost	Total
Math	Mathematics classes Tuesday and Thursday, start date 9/3	Sept	\$ 100.00	\$ 100.00
Math	Mathematics classes Tuesday and Thursday, start date 9/3	Oct	\$ 100.00	\$ 100.00
Math	Mathematics classes Tuesday and Thursday, start date 9/3	Nov	\$ 100.00	\$ 100.00
Math	Mathematics classes Tuesday and Thursday, start date 9/3	Dec	\$ 100.00	\$ 100.00
				Total: \$ 400.00

[Order Agreement Form](#) | [Email OA](#) | [Order More Materials](#) | [Add internal note](#) | [Add PO note](#)

The 'Duplicate Order' button will only duplicate one order at a time. It will only duplicate the last order on 'Requests' containing multiple orders.

On the next screen, click “Send Document”:

EMAIL THIS DOCUMENT

Reply To Email Address:

Please enter a valid address to send this document to:

CC this PO? (separate multiple email addresses with commas)

Email Subject:

This is NOT a purchase order and should not be used as such. Once the order is approved, the purchase order will appear on your Online Vendor Billing Page. Please review the Terms and Conditions on the form. Please review as soon as possible and keep for your records.

It can be viewed at
https://www.ops-online.com/cgi-bin/year20/teacher/edmat_agreement.pl?request_id=8888test3210764

9. Check to ensure the order was placed correctly by following the instructions in the [Searching for Orders](#) section to find and verify the POs.

Purchasing Online Courses

When placing a PO for an online course, please pay careful attention to the content providers notes as additional steps may be required. If the online course is an EMR, mark the order "Received" once the student receives access to the online course. **ALL ORDERS PLACED FOR ONLINE CONTENT PROVIDERS MUST INCLUDE THE PARENT FIRST AND LAST NAME ALONG WITH THEIR EMAIL ADDRESS IN THE PO DESCRIPTION LINE.**

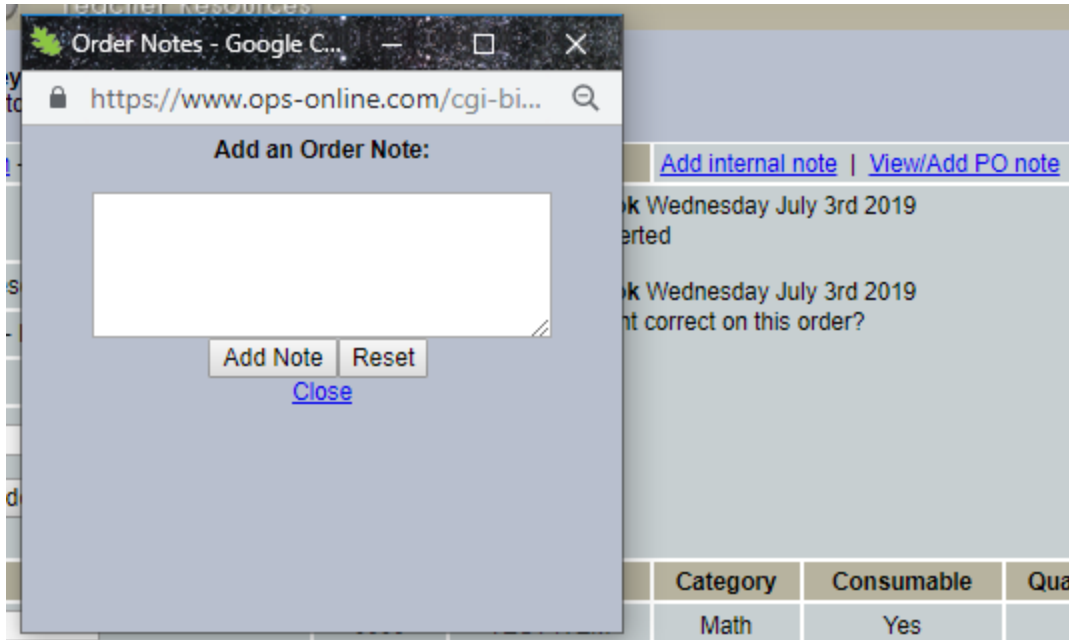
Internal Notes

1. You can make an internal note when you first create the purchase order or you may search for the purchase order and add an internal note later. To find the order, please follow the instructions in the Searching for Orders section.
2. Then find the purchase order that needs the internal note and click on the Purchase Order number. You will be taken to the order summary page.

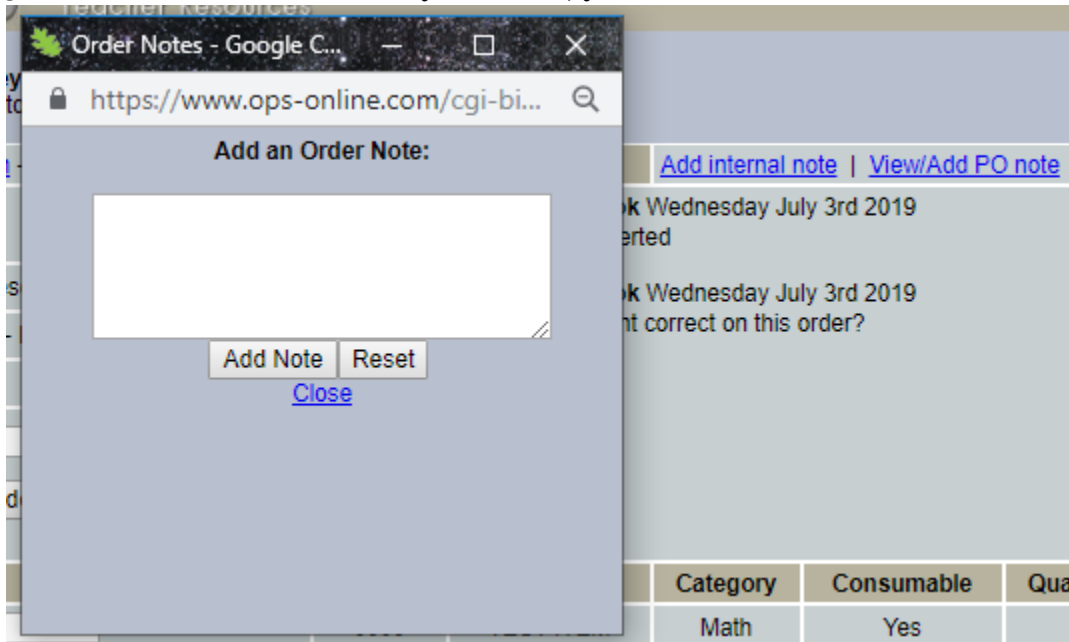
ORDER SUMMARY
 Ordered under, **Guy StokleyTeacher**
 Please use the form below to change an order's status.
[alert admin](#) | [turn off alert](#)

Student	Test Testson - Gr. emr	Order Notes:	Add internal note View/Add PO note					
Available EU's	555.95	Charles McCook Wednesday July 3rd 2019 Teacher was alerted Charles McCook Wednesday July 3rd 2019 Hi, is the amount correct on this order?						
Vendor	Rainbow Resource Center [P]							
PO Number	263210704 - Date Requested: 07-02-2019							
Order Type	EMR							
Order Status	Processed <input type="button" value="Update Order"/> <input type="button" value="Return To List"/>							
Line#	Status	Item	Description	Category	Consumable	Quantity	Unit Cost	Pending Cost
1	Processed <input type="button" value="Update Order"/> <input type="button" value="Return To List"/>	0000	TEST ITEM	Math	Yes	1	1.00	1.00
							Tax:	0.08
							Shipping:	15.00
Tax and shipping may change when invoice matched.							TOTAL:	16.08
<input type="button" value="Update Order"/> <input type="button" value="Return To List"/>								
Invoice Info:								

3. Click on "Add Internal Note."
4. A small dialog field will then pop up in the left hand corner of the screen. Enter the internal note and click the field "Add Note."



5. In order for admin to see your note, you must click on “Alert Admin to Note.”



6. To confirm your note was added and admin was alerted, check the Order Summary.

ORDER SUMMARY
 Ordered under, **Guy StokleyTeacher**
 Please use the form below to change an order's status.
[alert admin](#) | [turn off alert](#)

Student	Test Testson - Gr. emr	Order Notes:	Add internal note View/Add PO note
Available EU's	555.95	Guy StokleyTeacher Wednesday July 3rd 2019 Admin was alerted	
Vendor	Rainbow Resource Center [P]	Guy StokleyTeacher Wednesday July 3rd 2019 No. I will update.	
PO Number	263210704 - Date Requested: 07-02-2019	Charles McCook Wednesday July 3rd 2019 Teacher was alerted	
Order Type	EMR	Charles McCook Wednesday July 3rd 2019 Hi, is the amount correct on this order?	
Order Status	Processed <input type="button" value="Update Order"/> <input type="button" value="Return To List"/>		

Line#	Status	Item	Description	Category	Consumable	Quantity
1	Processed <input type="button" value="Update"/>	0000	TEST ITEM	Math	Yes	1

The Order Notes will display your note, and indicate that the alert was sent. If the alert was not sent, you can send it again by clicking “Alert Admin.”

Searching for Orders

1. Once the order is placed, you can find it by clicking on the “Searches” tab on the top. Under the “Orders” section, select the student whose orders you would like to see.

Orders	
Combination Search ...	Choose Status <input type="button" value="Search"/> Choose Type <input type="button" value="Search"/> Select Vendor <input type="button" value="Search"/>
Status: Type: Vendor:	
Select Student:	Select Student <input type="button" value="Select"/> Select Student <input type="button" value="Select"/>
P.O. Number:	Testson, Test - test <input type="button" value="Search"/>
View Teacher Inventory:	<input type="button" value="View Teacher Inventory"/>
View Student Inventory:	<input type="button" value="View All Student Roster Inventory"/>

2. On the subsequent page, you can see all orders placed for that student.

Orders Search
Your search has returned 7 results.

Request #	Purchase Order #	Order Status	Req Type	Req Date	Student	Vendor	Orig Cost	Tax	Use Tax	Shipping	Actual Cost	Order Stat Date
8888test3200186	263200186	Canceled	EMR	05-01-2019	Test Testson		0.00	0.00	0.00	0.00	0.00	05-01-2019
8888test3200187	263200187	Canceled	VCI (Sept)	05-01-2019	Test Testson		0.00	0.00	0.00	0.00	0.00	05-01-2019
8888test3200187	263200188	Canceled	VCI (Oct)	05-01-2019	Test Testson		0.00	0.00	0.00	0.00	0.00	05-01-2019
8888test3200187	263200189	Canceled	VCI (Nov)	05-01-2019	Test Testson		0.00	0.00	0.00	0.00	0.00	05-01-2019
8888test3200264	263200264	Canceled	VCI (Sept)	05-03-2019	Test Testson		0.00	0.00	0.00	0.00	0.00	05-03-2019
8888test3210704	263210704	processed	EMR	07-02-2019	Test Testson	Rainbow Resource Center [P]	1.00	0.08	0.00	15.00	16.08	07-03-2019
8888test3210704	263210705	Pending	EMR	07-02-2019	Test Testson	Amazon	1.00	0.08	0.00	15.00	16.08	07-02-2019

3. In OPS, there are many ways to find the orders you are looking for. Instead of the above process, you can also use the Order Combination Search under the “Searches” tab.

Orders

Combination Search ...

Status: Choose Status ▾ Search

Type: Choose Type ▾

Vendor: Select Vendor

Select Student: Select Student ▾ Select

P.O. Number: Search

View Teacher Inventory: View Teacher Inventory

View Student Inventory: View All Student Roster Inventory

On the combination search, you may designate multiple criteria to assist you in locating orders. If you would like to see all orders of a particular status, type, or provider, you may select that criteria from the drop-down list. You may also combine this criteria: for example, select “Pending” and “VCI” from the Choose Status and Choose Type drop-downs to see all pending VCI orders. **TIP:** Scrolling through a long list of providers can be a daunting process. When you click on the drop-down menu, you may begin typing the name of the provider you are searching for. The list will then jump to that provider.

Training video: [ToR Order Search Training](#)

Content & Community Provider-Specific Order Instructions

Certain providers have specific ordering instructions. These providers include, but are not limited to:

- [Amazon](#)
- ASTEME Learning Center
- Staples

- Start ASL
- Teachers Pay Teachers
- Time4Writing
- Urban Workshop

These instructions are located in the [Student Services Department Ordering Instructions](#) folder. Along with Provider-specific ordering instructions, this folder will also contain processes that will assist you in completing your duties as a ToR.

Transferring Funds Between Siblings

Excel Academy Charter School allows families to transfer funds between siblings to place combined orders to save on shipping costs. **It is the ToR’s responsibility to ensure that each student has core curriculum in place and is sufficiently supported in their education.**

To place a budget transfer request, navigate to the “Searches” tab, and scroll to the “Students” section. There, you will see the “Student Budget Transfer Request.”

Student Budget Transfer Request:	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input style="width: 100%;" type="text" value="From Student"/> <input style="width: 100%;" type="text" value="To Student"/> </div> <div style="width: 35%;"> <input style="width: 100%;" type="text" value="Amount: \$"/> </div> </div> <div style="text-align: right; margin-top: 5px;"> <input type="button" value="Request Budget Transfer"/> </div>
Funding Drop Request:	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input style="width: 100%;" type="text" value="For Student"/> </div> <div style="width: 35%;"> <input style="width: 100%;" type="text" value="Amount: \$"/> </div> </div> <div style="text-align: right; margin-top: 5px;"> <input type="button" value="Request Funding Drop"/> </div>

Select the student FROM whom you would like to transfer the funds, and the student you would like to receive the funds. Then, enter the amount and select “Request Budget Transfer.”

On the next screen, you MUST add an explanation for the request. Enter why the request is being made, then click confirm.

Community Collaborative Charter Schools
on behalf of Excel Academy
Transfer Funds from One Student to Another

Transfer \$10
From Test Testson - test (\$555.95)
To PAYMENT BATCH - 11 (\$0.00)

Manual adjustment notes to be added to both students:

The BusinessServices Department will review the request and decide whether to approve or deny. **ALL REQUESTS WITHOUT EXPLANATIONS WILL BE DENIED.**

Fund transfers between siblings must be for:

- ❖ Core Subjects Only
- ❖ Tutoring is OK

- ❖ \$350 per allotment
- ❖ Combined orders to save on shipping costs

Other Notes

Instructional Funds

The instructional funds are as follows:

Personalized Path:

TK - K	\$2200
1st - 8th	\$2,700
High School	\$3,200

Virtual Elementary Path:

1st - 6th	\$1500
-----------	--------

The instructional funds are disbursed in multiple allotments:

Virtual Path	\$750 in August, \$375 in December, and \$375 in February
TK-K	\$1100 in August, \$550 in December, and \$550 in February.
1- 8	\$1,350 in August, \$675 in December, and \$675 in February
High School	\$1,600 in August , \$1600 in December.

Disallowed Items

Please refer to the [“Ordering Guidelines”](#) Google Doc for a detailed list of allowed/disallowed items. It is available on the website.

Returning Materials

All non-consumable materials are property of Excel Academy Charter School and must be returned when the student withdraws from Excel Academy. This needs to be explained to the parent at the initial meeting. Please collect materials at the time of withdrawal.

To view the list of outstanding student materials, go to the “Searches” tab and scroll to the “Orders” section. Click on “View All Student Roster Inventory.”

Orders	
Combination Search ...	Choose Status ▾ Search
Status:	Choose Type ▾
Type:	Select Vendor
Vendor:	
Select Student:	Select Student ▾ Select
P.O. Number:	<input type="text"/> Search
View Teacher Inventory:	View Teacher Inventory
View Student Inventory:	View All Student Roster Inventory

Staying Within Budget

The ToR is responsible for making sure the student stays within budget. This is a very important part of the ToR's job. Do not rely on the parent to stay within budget. In order to make sure you are staying within budget, you must estimate an extra 30% for EMR orders to account for shipping and tax. Once our student services department has paid the final bill, an accurate total will be updated in OPS. This is especially important to pay attention to in the spring when the ordering window is closing and parents are sending off many material orders to use up the remainder of funds.

No Out of Pocket Payments

Parents will not be reimbursed for curriculum. It is critical to make parents aware of the ordering procedures so that they don't believe they can hand you a receipt and expect reimbursement. Under no circumstances will parents be reimbursed.

Basic Materials Only

All EMR orders must be basic school supplies. In other words, we can only purchase the type of supplies that could be found in a brick and mortar public school. We also cannot pay for high priced/overpriced lessons, classes or materials. Please refer to the ["Ordering Guidelines"](#) Google Doc for a detailed list of allowed/disallowed items.

Cancellation Policy

We cannot cancel an EMR order after they are processed and sent to the content provider. Once materials are requested, the Student Services Department will order them and they cannot be canceled. If an order has not been processed and is still in "Pre-Pending Status," the ToR can cancel or edit the purchase order in OPS. For VCI orders, community providers must be notified of cancellation prior to orders being canceled in OPS. It is the responsibility of the ToR to ensure that the community provider has been notified and any outstanding payments have been reviewed and adjusted accordingly in OPS.

To cancel a purchase order in the pending stage, you must pull up the purchase order by completing a search. Then click on the drop down menu "**Pre-Pending**" and choose "**Canceled.**" Then click "**Update Order.**" If you don't click "**Update Order**" the order will not cancel.

ORDER SUMMARY			
Ordered under, Guy Stokley Teacher Please use the form below to change an order's status. alert admin turn off alert			
Student	Test Testson - Gr. emr		Order Notes:
Available EU's	555.95		
Vendor	Rainbow Resource Center [P]		
PO Number	263210760 - Date Requested: 07-03-2019		
Order Type	EMR		
Order Status	<div style="border: 1px solid black; padding: 2px;"> Pre-pending ▼ Pre-pending Pending Canceled </div> <div style="margin-left: 20px; border: 1px solid black; padding: 2px; display: inline-block;">Return To List</div>		
Line#	Status	Item	
1	Pre-pending ▼	34092	Art Book
2	Pre-pending ▼	40938	Toy
3	Pre-pending ▼	54921	Math Book
4	Pre-pending ▼	32981	J

When orders are canceled the funds are automatically returned to the student account.

Backordered items

When items are backordered, two things *can* happen. Sometimes our Student Services Department is notified by the content provider and will send you an alert in OPS. Other times, we find out when we get the order and the item is not with the other items in the box. Usually there will be a note on the packing slip that the item was backordered. If this happens, search for the purchase order in OPS and add an internal note. Backordered items are especially unfortunate when we find out after the end of the ordering window in spring. If it is past the ordering window, the parent cannot request an alternate item. Please encourage families to complete their orders well in advance of the deadline.

Ordering Deadline

April 7th is the deadline for orders to be submitted by parents. ToRs have until April 28th to review and approve all orders in OPS. **It is vitally important to receive order requests from your families earlier than the deadline.** Make sure to send a few reminders to your families, because after the deadline, no purchase orders can be submitted. Instructional funds do not roll over from year to year. If the instructional funds are not used by the deadline, families will not be able to access them.

It is a good idea to **periodically check your students' funds**. Funds should be used evenly throughout the year and not all at once at the end of the year. The Ordering Guidelines state that excessive quantities of anything will be rejected, and this likewise applies to extremely large orders at the end of the year.

For EMR orders late in the year: Student must reasonably be able to use all items by the last day of school. If the Student Services Department believes not all items can be used in time, you will be asked to cancel some from the order.

Computers

Each year we will put out a [list](#) of computer providers and the items that may be purchased from them. **We will not allow any computer purchases from providers or items that are not on that list.** The list may continue to change throughout the year and we will keep you updated as to what the current selections are. To place a computer order, you will follow all of the above instructions for content providers. (Computers may come either to the office in Irvine, or to your house, depending on the provider. You will be notified if a computer arrives in the office for your family.)

Other Questions

For other questions, please read the materials in the Student Services Department Ordering Instructions folder in the Shared Drive and the [ToR FAQ](#).

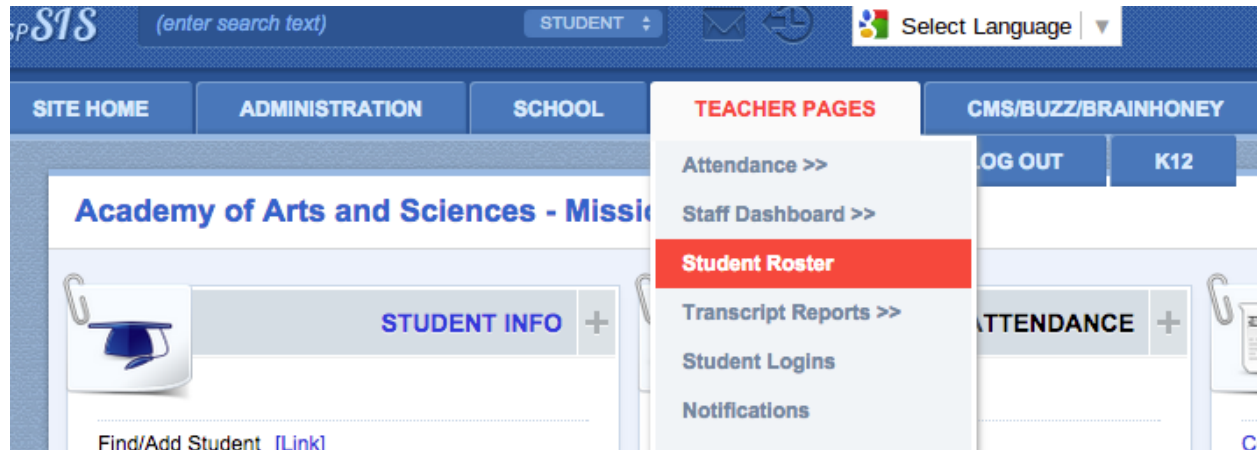
How to Access Student Roster in SIS

LOGINS for SIS scopes

<https://excelcs.plsis.com/mod.php/login.php> For students in “ExcelCS ” Scope

<https://exceleast.plsis.com/mod.php/index.php> For students in “ExcelEast” Scope

Once the ToR has logged into SIS, go to “Teachers,” then “PLS/Student Roster.”



The student roster will appear. Check to see that the correct dates and semester are showing at the top. If the date needs adjusting, make sure to click “Update” (under the first large blue and white box) after the date and/or semester has been changed. To print a roster, click “Print/Export” under the first large blue and white box.

ToR Roster in SIS:

Enrollment status and Additional Information

Each time the enrollment team assigns a student to a ToR after school begins, the student will be highlighted in **RED** in the PLS/Student Roster portion of the teacher’s roster. This notifies the ToR that the student has been added, but still needs to *verify the exit date of when they withdrew from their previous school*. They can verify this date by having the parent send their ToR an email stating the date they withdrew from [list name of previous] school. The student will NOT be able to start school until the day they turn in their withdrawal email verification to our admissions clerk.

Once admissions has received exit date verification, or if it is before the first day of the school year, the student will be given a pre-enroll date and they will show up in the ToR SIS roster in **BLUE**. This indicates that the MA is ready to be prepared and sent to the family for signature.

(Note: Every student will show up in BLUE before the school year starts. We do not need withdrawal verification before the first day of school 09/01/22)

When the MA has been signed and approved, the student will show up in GREEN on the SIS roster. The student in green is now active in school and will acquire attendance.

Attendance Forms												
Form #9f - LP 1, Track C												
Printed												
6 Student(s)												
[View] [Edit]												
#	Mig?	St #	LocalID	Name	Grd	Track	Street	City	Zip	Phone	Birthdate	Counselor Oversight
<input type="checkbox"/>	▶	1609505741	10142	Anderson, Yohan	2	C	26 San Nicholas	Rancho Santa Margarita	92688	(949) 636-0281	07/06/2009	Grad Data Send E-mail
<input type="checkbox"/>	▶	2575118788	10366	Crawford, Ezekiel	7	C	27331 Viana	Mission Viejo	92692	(949) 367-0937	03/31/2004	Grad Data Send E-mail
<input type="checkbox"/>	▶	8638905058	10545	Crawford, Stephen	11	C	27331 Viana	Mission Viejo	92692	(949) 367-0937	09/14/1999	Grad Data Send E-mail
<input type="checkbox"/>	▶	2631450925	10524	Hsu, Kaitlyn	10	C	15642 Sand Canyon Ave. #50506	Irvine	92619		08/02/2002	Grad Data Send E-mail
<input type="checkbox"/>	▶	7988545866	10226	Hsu, Micah	5	C	15642 San Canyon Ave. #50506	Irvine	92619	(949) 285-8690	02/24/2007	Grad Data Send E-mail
<input type="checkbox"/>	▶	9904208613	10368	Hsu, Nathan	7	C	15642 San Canyon Ave. #50506	Irvine	92619	(949) 285-8690	11/23/2004	Grad Data Send E-mail
<input type="checkbox"/>	-		11635	Roberts, Raquel			73 Cottage Ln	Aliso Viejo	92656	(949) 374-0771	02/02/2002	Grad Data Send E-mail
<input type="checkbox"/>	▶		11442	Student, John	10	C	123 First Street	Vista	92081		01/01/2000	Grad Data Send E-mail
<input type="checkbox"/> Check All												
Email Selected Students						Labels for Selected Students						

Note that the ToR can see the student’s full name, birthdate, and contact information in each stage.

The ToR will now be able to see all the necessary information to make initial contact with all of their families.

RED- Do Not Enroll-Parent *needs to send enrollment verification of the exit date of when they withdrew from their previous school.* Parent may send ToR an email stating the date they withdrew from (name of) school. Upon receipt ToR sends the email to admissions and registrar. Please see below for Prospective Student Contact instructions.

BLUE- Enroll! MA is ready to be sent to the parent for signature. It’s in the student’s best interest for the parent to sign and return the MA the day they first receive it so as not to lose any funding. However, ensure that you follow the procedures laid out for contacting families and that they understand the responsibilities of the parent before you send the MA.

GREEN- You did it! You have successfully enrolled your student with Excel Academy.


How to Add Student Courses in SIS

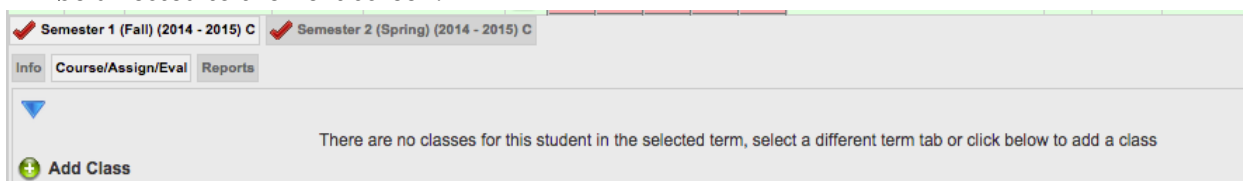
(High School and JH students taking high school level courses only)

Before the beginning of the school year, ToRs must add High School courses in SIS. ***TK - 8th grade students will have their courses loaded for them. If a TK-8th grade student is missing their preloaded courses add their names and the needed information onto the [TK-12 Missing Students Classes/Curriculum](#) doc. All Tk-8 students should have five classes for their grade level: math, language arts, science, social studies and PE. If you need to add a HS course for an [advanced 8th grader](#), please use the instructions below.***

High school courses for both semesters need to be added at the beginning of the year to create the Master Agreement. Please watch this video for [Adding Classes to SIS](#) and [How to Create a Master Agreement](#).

Instructions:


1. Once in the roster in SIS, click on the blue arrow  next to the student's name. The box will expand and no courses should show. Click on the green  **Add Class** button. You will be directed to the next screen.



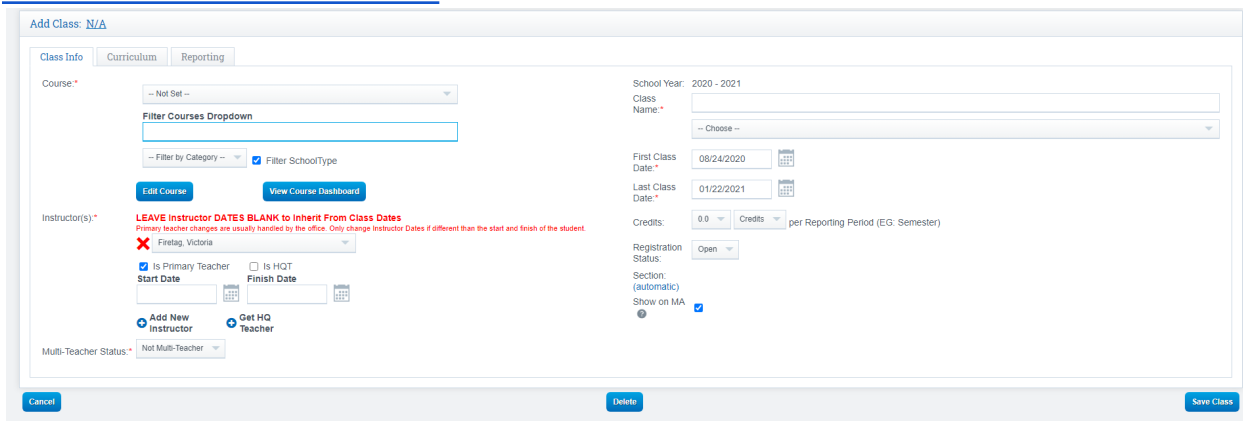
Semester 1 (Fall) (2014 - 2015) C Semester 2 (Spring) (2014 - 2015) C

Info Course/Assign/Eval Reports

There are no classes for this student in the selected term, select a different term tab or click below to add a class

 Add Class

2. This box below will open up. Please watch the ToR training video on [How to Add Courses in SIS](#), which will give a thorough explanation of what information to choose in this box. [Click here for written instructions](#).



Add Class: N/A

Class Info Curriculum Reporting

Course:* -- Not Set --

Filter Courses Dropdown

-- Filter by Category -- Filter SchoolType

Edit Course View Course Dashboard

Instructor(s)* LEAVE Instructor DATES BLANK to Inherit From Class Dates
Primary teacher changes are usually handled by the office. Only change Instructor Dates if different than the start and finish of the student.

Fintag, Victoria

Is Primary Teacher Is HQT

Start Date Finish Date

Add New Instructor Get HQ Teacher

Multi-Teacher Status: Not Multi-Teacher

School Year: 2020 - 2021

Class Name: -- Choose --

First Class Date: 09/24/2020

Last Class Date: 01/22/2021

Credits: 0.0 Credits per Reporting Period (EG: Semester)

Registration Status: Open

Section: (automatic)

Show on MA

Cancel Delete Save Class

3. **If you cannot locate a course in SIS:** Try searching with multiple keywords and filters. If your course is missing from SIS, please add it to [this doc](#).
 - a. For a-g courses, the course names will be prefaced by CP, BYU, EDG, EDY (except for ASL), FLV, LB, and TGS.
 - b. For junior high school students taking high school courses, you will need to unclick the "Filter School Type" to find the high school courses.


How to Add Curriculum Content to a Course in SIS

You must add curriculum content to all classes. Curriculum content is the scope and sequence of the course in the form of lists of objectives/standards and assignments associated with textbooks, classes or the state standards. You can add curriculum content when you first add a course or at any point in the year. Some TK-8 curriculum content will be pre-populated.

Please watch these helpful videos and read the directions below:

[Introduction to Curriculum Content](#)

[Adding Curriculum Content to Courses in SIS](#)

1. To add/edit curriculum content from the dashboard, choose the green  icon next to the student's course.
2. Choose the "Curriculum" tab to open the search.

Edit Class: [English 12 A](#)

Class Info | **Curriculum** | Merge | Reporting | CC Class To Students

Class Curricula

Local ID	Name	Owner	Category	Preview	Weight
<input checked="" type="checkbox"/> 1859	EXCEL CO - ENGLISH 12 [XL26] [1920]	Coon, Erika	Language Arts	View	33.33% 1
<input checked="" type="checkbox"/> 3818	CP English 12 A/B	Haas, Amanda	Language Arts	View	33.33% 1
<input checked="" type="checkbox"/> 2179	<input type="text" value=""/> British Literature: Heroes, Monsters, Fairies, and Kings - Oak Meadow [1920]	Coon, Erika	Language Arts	View	33.33% 1

Add Curriculum Clear

Grade: Range: Category: Text Search:

Imported ID	Name	Owner	Category	View
<input checked="" type="checkbox"/> 2179	British Literature: Heroes, Monsters, Fairies, and Kings - Oak Meadow [1920]	Coon, Erika	Language Arts	View
<input type="checkbox"/> 2587	British Literature - Oak Meadow	Coon, Erika	Language Arts	View
<input type="checkbox"/> 2351	Oak Meadow English 9 [1920]	Coon, Erika	Language Arts	View
<input type="checkbox"/> 2808	Oak Meadow Literature and Composition II C. 2009	Hernandez, Amy	Language Arts	View

Cancel Delete Save Class

3. Use the filters to find the correct curriculum and click the box next to the desired curriculum content to add it. You may add a single or multiple curricula to any TK-12 course to individualize the student's record.
 - a. Always add the standards to TK-8 courses, in addition to any specific textbook-based curriculum content, so you can use them when students work on teacher-created assignments or curriculum that is not in SIS.
 - b. For high school a-g courses, **you must use the CP curriculum content as the default if the specific curriculum for the CCP or textbook is not in SIS.**
4. For additional detailed information about choosing appropriate curriculum, see the section [How to Complete AWRs](#).

How to check Grid Logs for Engagement

How to check grid logs for a single student:

1. In SIS, go to “Teacher Pages” and go to your student roster.
2. Choose the drop down arrow next to the student name.
3. Choose the ‘reports’ tab.

Learning Period	Attendance	Work Summary	AWR	Learning Logs
[1] 08/26/2021 - 09/17/2021				
[2] 09/20/2021 - 10/15/2021				
[3] 10/18/2021 - 11/12/2021				
[4] 11/15/2021 - 12/10/2021				
[5] 12/13/2021 - 01/14/2022				

4. Choose the learning logs icon for the correct LP. This will open to the learning logs page. Make sure the Log type reads ‘grid log check’ and choose ‘review log’ button.
5. This should open the student’s grid log. You are able to make edits and updates from this page.

How to check grid logs for your entire roster:

1. In SIS, go to “Teacher Pages” and go to your student roster (instruction video [here](#))
2. Once there, go to the box located above your roster and click on the “LL” icon next to the correct learning period (image #1 below). If you are using the ‘new student roster’ you will click the drop down for ‘mass print reports’ (image #2 below).

Semester 1 (Fall) of (2014 - 2015) C						
	Att.	AL.	LL	AWR	WS	PBL
LP: 1						
LP: 2						
LP: 3						
LP: 4						
LP: 5						

Learning Period	Attendance	Work Summary	AWR	Learning Logs
[1] 08/26/2021 - 09/17/2021				
[2] 09/20/2021 - 10/15/2021				
[3] 10/18/2021 - 11/12/2021				
[4] 11/15/2021 - 12/10/2021				
[5] 12/13/2021 - 01/14/2022				

3. A box will open. In this box choose “grid log check” and ‘print logs’

The screenshot shows a web-based form for generating a grid log. It features several dropdown menus and checkboxes. The 'Schoolyear' is set to '2021 - 2022', 'Log Type' is 'Grid Log - Check', 'Report Title' is 'Student Learning Log', and 'Select Learning Periods' is 'Track: B LP 5 (15 days: 12/13/2021 - 0...'. Under 'Print Signature Lines', 'Parent' and 'Teacher' are checked, while 'Student' is not. Under 'Other Options', 'Hide Printed Calendar' and 'Print in Landscape' are not checked. At the bottom, there are two blue buttons: 'Print Logs' and 'Archive Logs'.

- This will load all grid logs for your entire roster. Check if they are current and make contact with those parents that are not. [Follow the re-engagement procedure if they are not current](#). If you need to make changes to the grid log to reflect student engagement as dictated by the parent, use the instructions above for How to check grid logs for a single student.

How to Take Attendance in SIS


























Each ToR will officially claim attendance by the Wednesday following the last day of each learning period.

Prior to claiming attendance, a ToR should have samples from the student.

First, make sure that all Attendance Grid Logs are sent out on the last day of the learning period. Make sure that the days in which a learning activity took place are checked. They cannot be sent *before* the last day of the learning period. Parents will sign electronically. You will be automatically notified via email that the parent has signed the grid log. Follow the link to the grid log to sign or find the log in your 'Sign Document Compliance' section of SIS. . You will sign **AFTER** the parent does.

Second, once **all** of your attendance grid logs are returned, take attendance for your whole roster. Your signature should fall on a work day, not a weekend or holiday. (A parent signature on a weekend or holiday is fine.)

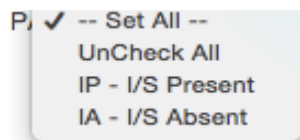
To do so, log into SIS, go to "Teacher Pages" and go to your student roster. Once there, go to the box located above your roster and click on the "Att" icon next to the correct learning period. (see below)

Semester 1 (Fall) of (2014 - 2015) C						
	Att.	AL.	LL	AWR	WS	PBL
LP: 1	<input checked="" type="checkbox"/>					
LP: 2	<input checked="" type="checkbox"/>					
LP: 3	<input checked="" type="checkbox"/>					
LP: 4	<input checked="" type="checkbox"/>					
LP: 5	<input checked="" type="checkbox"/>					

Your entire month of attendance will open up for your roster. There is a box at the top left of the screen with a drop-down menu that will allow you to claim all attendance at once rather than having to do it manually one student at-a-time.

Your entire month of attendance will open up for your roster. There is a box at the top left of the screen with a drop-down menu that will allow you to claim all attendance at once rather than having to do it manually one student at-a-time.

Change all students to IP – I/S Present and click the “Save” button on the screen.



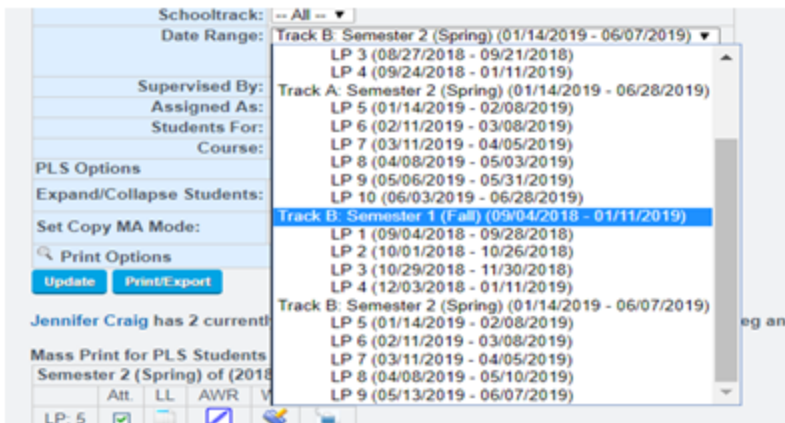
You will be unable to change attendance once you click “save,” so please proceed carefully.

You will then print and archive your attendance. These are [helpful slides](#) and a helpful [video](#) on this procedure .

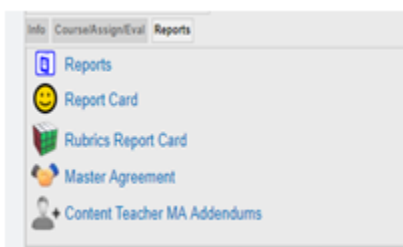
Report Cards in SIS

At the end of each semester, ToRs will create electronic report cards in SIS for each student. *Grades TK-12 are required to have a report card.* This information can also be found in the shared drive under [Assessments> Report Cards](#).

1. Login into the SIS
2. Go to your student roster
3. Use the drop down to find the Fall semester dates and click *Update* (Spring - find the semester two Spring dates and click *Update*.)



- Next, click on *Reports* under the student's name, and from the list provided click *Report Card*.



- You will be directed to this screen (scroll down to see where you enter grades).

Class Information	Semester 1 (Fall)			Hide			Hide All Terms Click All
	Computed Grade	Override Computed	Comments	Class	Teacher	Print	
Language Arts (1000-SEA.91.12795) PLS Status: Not Priced Teacher: Craig Jennifer	-	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mathematics (1000-SEA.91.12795) PLS Status: Not Priced Teacher: Craig Jennifer	-	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Science (1000-TEA.91.12795) PLS Status: Not Priced Teacher: Craig Jennifer	-	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social Studies (1000-JEA.91.12795) PLS Status: Not Priced Teacher: Craig Jennifer	-	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical Education (1000-TEA.91.12795) PLS Status: Not Priced Teacher: Craig Jennifer	-	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- The above screenshot represents a TK-8 report card. ***You will NOT type in anything under the column titled *Computed Grade*. You will type in the grades under the column titled *Override Computed*.
- TK-5 - Using the 4-1 scale, under the column *Override Computed* you will indicate the appropriate number (4, 3, 2, or 1) next to the designated subject.

8. Here is an example of the completed column with the appropriate grades.

Class Information	Computed Grade	Credits	Comments	Class	Teacher	Print	Check All
Language Arts (1000-3EA.S1.1270) PLS Status: In Progress Teacher: Craig, Jennifer	-	3					
Mathematics (1000-7EA.S1.1270) PLS Status: In Progress Teacher: Craig, Jennifer	-	3					
Science (1000-17EA.S1.1270) PLS Status: In Progress Teacher: Craig, Jennifer	-	2					
Social Studies (1000-7EA.S1.1270) PLS Status: In Progress Teacher: Craig, Jennifer	-	3					
Physical Education (1000-7EA.S1.1270) PLS Status: In Progress Teacher: Craig, Jennifer	-	1					

9. Grades 6-8 - Using the A-F scale, under the same column as above (*Override Computed*) you will indicate the student's appropriate letter grade for each designated subject. The only difference is that students in grades 6-8 will earn letter grades (not numbers).

10. Grades 9-12 - Using the A-F scale, under the same column as above (*Override Computed*) you will indicate the student's appropriate letter grade for each designated subject. The only difference is that students in grades 9-12 will also earn credits (5 per semester) which will be indicated in the *Credits* column. *****You will only type in the shaded yellow columns. Once you type the credits in the shaded yellow column, the credits will also appear in the white column titled Credits Attempted/Credits. Example:**

Class Information	Credits Attempted		Computed Grade	Semester 1 (Fall)		Comments	Teacher
	Credits	Override		Override	Credits		
Dance 2 A (2355-3EA.S1.1230) PLS Status: In Progress Teacher: Mashburn, Mandy	5		-	A	5		
EDG: Chemistry w/Lab A (2607-14EA.S1.1230) PLS Status: In Progress Teacher: Mashburn, Mandy	5		-	A	5		
EDG: Mathematics III A (2427-1EA.S1.1230) PLS Status: In Progress Teacher: Mashburn, Mandy	5		-	B	5		

11. Comments - Please refer to the report card folder. Every student in grades TK - 12 should have at minimum one comment on the report card that has been chosen from the dropdown. Some students may have more than one depending on their progress in each subject. In the column titled Comments, you do not have to type any comments in line with the designated subject for your students in grades TK-12, **unless the student is performing below grade level as specified on the directions and FAQ documents in the shared Report Card Resource Folder. There is a specific example for 6-8 grade students. Please refer to the shared folder.**

12. If you had a student drop prior to the withdrawal deadline, simply hide the course; do not do an addendum. If your student withdrew after the deadline, remember to include the "W" or the "F" based on the withdrawal date.

13. ToRs will input "IP" for the grade of all concurrently enrolled courses and zero out the credit earned. Upon the receipt of the official transcript, the registrar will input the grade and credit earned and then email ToRs when complete. At this point ToRs can update the report card to reflect the college class grade if requested by the parent. However, once the registrar department inputs the grade and credit for college courses, then the parent can automatically see that reflected in their parent portal on the transcript view, thus updating the RC is not a necessity.
14. At the bottom of the report card, you will see another box titled *Comments*. For TK-5 students, please cut and paste the appropriate 4-1 grading scale.

15. *****IMPORTANT - DO NOT INDICATE SPED OR EL ANYWHERE ON THE REPORT CARD.**
16. If you have questions about comments, please email Jenny Craig.
17. Please make sure to click *Save All* if you are not ready to finalize the report card, so you can come back to it at a later time.
18. **Click the box next to *Finalize* under the *Comments* box when you have completed the report card. The screen will become shaded.**
19. Then, click ***Save All***.
20. Click ***Archive*** to sign and date (always the last day of the semesters.) Once archived, you will be directed to a new screen and you will see a blue arrow to click to *view*, which will create a PDF to save and print to send to your student/parent via email.
21. Make a copy of each report card to bring to the office to be filed in student cumulative folders.

***Here is a sample copy of a completed report card (without the student’s name, grade, SSID).

Year: 2018 - 2019		Grade: 11		
Subject	Credits Attempted	Semester 1 (Fall)		
		Mark	Credits	Comments
Dance 2 A	5	A	5	
EDG: Chemistry w/Lab A	5	A-	5	
EDG: Mathematics III A	5	B	5	
ODY: English 11 A	5	A	5	
ODY: US History A	5	B	5	

Semester 1 (Fall) GPA: 3.60

This student has (completed/not completed) _____ all course work for grade _____ and (has/has not) been promoted to grade _____.

Teacher Signature: _____ Date: _____

***FALL - Do not complete the sentence regarding promotion

***SPRING - Complete the sentence indicating promotion to the next grade level. For example - This student has completed all course work for grade _____ and has been promoted to grade _____.

Please indicate the promotion status on the RCs for HS students as...

Student in 12th grade who graduated...

has promoted to completion of required credits towards a high school diploma

Student who will be completing a fifth year in HS...

has been promoted to a fifth year

Student who will earn a certificate of completion...

has been promoted to certificate of completion

TK-5 Scale for Comments Box

- 4: Exemplary – Above Grade Level
- 3: Proficient – At Grade Level
- 2: Approaching Proficiency
- 1: Non-proficient

Helpful Hints -

****SIS did an update and now the *archive* button needs to be clicked in order for the report cards to be officially archived.

****If you choose to print at another time, you can go into your *archive* through SIS to print the report cards. Please print a copy to keep in your students' files and bring a copy of each report card alphabetized and paper clipped together to the February ALL staff meeting (FALL) and to the office no later than two weeks after the last day of school (SPRING).

****Progress reports are printed and not completed through SIS. Progress Reports are found in the shared Report Card Folder. MAKE A COPY FIRST AND KEEP THE BLANK ORIGINAL IN THE FOLDER FOR OTHERS TO USE. Please print a copy to keep in your students' files and bring a copy of each progress report alphabetized and paper clipped together to the February ALL staff meeting (FALL) and to the office on or before two weeks after the last day of school (SPRING).

ToR Roster Requests:

ToR will send (**admissions@excelacademy.education**) requests for the following:

1. Names of anticipated students you would like on your roster-this is a request, not a guarantee. (Follow Request Format previously sent out-ToR not to tell families they have room on roster)
2. Incoming siblings-Name and Grade level
3. Desired roster count (Admin approval required)

Prospective Student Contact:

ToR will contact parents via email and phone to welcome the family to Excel Academy and to ask them for withdrawal date verification from their previous school. (Students in **RED** need withdrawal verification)

1. Phone and send follow up email to pending student(s) on your SIS roster.

The following are example emails for families assigned to your roster. Please use the appropriate emails based on the color students show up on the roster. Students in **RED** still need a withdrawal confirmation.

Student(s) Show **RED** in SIS

Hello _____ Family!

My name is _____, and I will be your Teacher of Record for this year. **Could you please give me a quick reply to this email so I know that you received it?** I will call <insert approximate time or date> to introduce myself. This will be a brief phone call to set up our one-hour intake meeting.

We are missing an important piece of information. Please provide an email verification from you or your previous school stating the last date your child(ren) were enrolled with that school. You can send this to me directly via email and I will make sure the admissions department receives the information. We cannot complete enrollment until we have this information.

I am excited to work with you and your child(ren). My job is to help you with all aspects of independent study. As your child's teacher of record, I will monitor their progress and collect their work samples throughout the year. To support you, I will help plan your curriculum, answer your education questions and manage your instructional funding.

During that first meeting, we will complete your enrollment by signing a Master Agreement and additional paperwork. We will also discuss curriculum choices, our program's structure and guidelines and begin planning for the year. In the meantime, please feel free to browse through some of these resources:

*[Excel Academy Website](#): I encourage you to read the school handbook and watch the video about your pathway.

*[Excel Academy CCP list](#): this is a list of our current providers that accept education funds from our school

Documents Attached:

- o School calendar
- o Preparing for the School year: This is basic information to know before completing your enrollment.
- o Course of study: Please use this to record your final curriculum choices.
- o Parent Meeting LP checklist- This is basic information to help you understand our expectations for our learning period (LP) meeting, which are monthly.

My phone number is <insert phone number>. I will send you additional information about curriculum after I call. I look forward to speaking with you soon!

Student(s) Show BLUE in SIS

Hello _____ Family!

My name is _____, and I will be your Teacher of Record for this year. **Could you please give me a quick reply to this email so I know that you received it?** I will call <insert approximate time or date> to introduce myself. This will be a brief phone call to set up our one-hour intake meeting.

I am excited to work with you and your child(ren). My job is to help you with all aspects of independent study. As your child's teacher of record, I will monitor their progress and collect their work samples throughout the year. To support you, I will help plan your curriculum, answer your education questions and manage your instructional funding.

During that first meeting, we will complete your enrollment by signing a Master Agreement and additional paperwork. We will also discuss curriculum choices, our program's structure and

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My phone number is <insert phone number>. I will send you additional information about curriculum after I call. I look forward to speaking with you soon!

1. ToR will attempt to make contact for 5 school days through phone calls and emails.
2. If there is no response from the parent after 5 school days-the ToR will send the following email with the appropriate student/family information.

No Parent Response After 5 Days

Hello Mr. and Mrs. _____

My name is _____ and I am a Teacher of Record with Excel Academy and have been assigned as your ToR.

I have attempted to contact you via phone and email several times during the last few days, but have been unsuccessful in reaching you. I am eager to partner with you on your educational journey. However, if I do not hear from you within the next 2 calendar days, I will assume you are no longer interested in our school and you will be placed on a waitlist with the admissions department.

Thank you,

(Excel Academy Signature)

1. Notify Noel Park (admissions@excelacademy.education) and cc Nick Romo to let them know the newly assigned family has made no contact with you or is not interested in enrollment with Excel at this time.

2. Admissions will attempt to contact the family and/or place the student(s) back on student intake with a designation of previously placed (PP).

Custody Notes in SIS

At times there will be parents that share custody or have special custody arrangements that we need to know about. There are also times when parents have restricted custody arrangements (certain persons are not to be near the students.) For all of these situations, court papers must be on file in the office. We cannot restrict a parent from their child unless we have this information.

If a student's parents are divorced, ask them about any custody arrangements they might have. If the student will be split between the father and mother's house, we will need to have **both the father and mother sign the Master Agreement in SIS before archiving.** If you need to add a signature after, you can always do an addendum.

Go to the dashboard of the student.

This icon is where you will find all of the necessary information about custody arrangements:



*Please contact **Cori in the Registrar's office** (registrar@excelacademy.education) if you have any questions or need to make Excel aware of custody arrangements that are not in the system.

Documentation within Contact Manager and Student Notes

Recording important interactions with your families is crucial to maintaining a professional record of each student's time at Excel Academy. While not every interaction will need to be recorded in the Student Information System (SIS), the following instances warrant documentation in the contact manager by the appropriate person(s).

Contact Manager

Documenting contact with your families and important student information is easy in the SIS. The first area this is possible is through Contact Manager, which will be used for the following:

- ❖ Documenting a Phone Call, LP Meeting, etc.

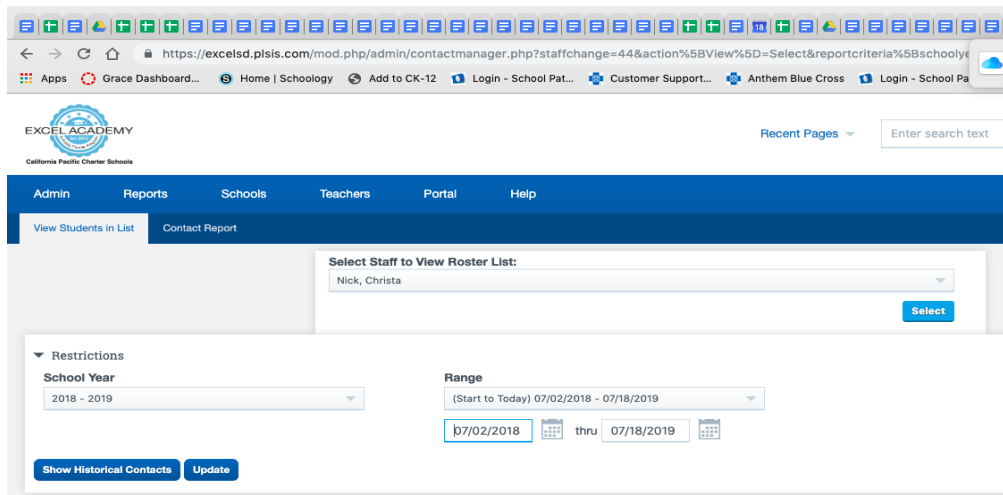
- ❖ Any other type of “contact” with the family that was successful OR unsuccessful (meaning you talked with them or attempted to talk with them and left a message).

****Examples:**

- ❖ You met with a parent outside of the usual LP meetings and helped them to navigate the curriculum; providing a pacing guide and suggestions for streamlining the work.
- ❖ A first meeting with a parent who is new to Excel Academy Charter School.
- ❖ Injury or Incident at a School Event/Field Trip (contact should be made with BOTH the parent and admin and you would document that you talked with both.)
- ❖ A conversation with a parent discussing a PIN or any conversations about opting-out of state testing

To Access Contact Manager:

- ❖ **Go To “Teachers” Tab and scroll down to “Content Manager” and Select “Contact Manager” again in the menu.**
 - You can also get to Contact Manager from the Home Screen and when on the student dashboard. Just look for the words “contact manager” and it will take you to the same place.
- ❖ **Then, you will get to a screen that looks like this:**



- Make sure the dates are set to the correct year and that your name is in the teacher spot at the top and then click “Update” in the lower, right-hand corner
- ❖ **You will see student names pop up at the bottom (scroll down), then select the student for whom you are creating a contact log for and click “contact now.”**

Associated Student Contacts
Viewing contact list Rosales, Suzanne (Roster), which currently has 3 students in it.

Showing all Independent students

Search:

☐ Sel	Student	Enroll Start	Enroll Finish	Contact Now	Contacts Found	Show Notes
<input checked="" type="checkbox"/>	Casey, August	02/11/2019	06/07/2019	Contact Now		
<input type="checkbox"/>	Umland, Devin	09/04/2018	06/07/2019	Contact Now		
<input type="checkbox"/>	Umland, Peyton	09/04/2018	06/07/2019	Contact Now		

Embedded Files

Community Collaborative Charter - Excel Academy - 7/19/2019 12:50:53 PM
Middleware enabled Translate Bookmark Collector Options Help
https://excelcommunity.plisls.com/mod.php/admin/contactmanager.php?action[editcontact]&students_id=11299&contactmanager_lists_id=35&_sp_window_id=383246168

AAR-Pre-reading...pdf AAR-Pre-reading.pdf AAS-Level-1.pdf Screen Shot 2...png Screen Shot 2...png Show All X

- ❖ **On the Contact Information Page, you will fill out the portion with the date, time of contact in minutes, toggle the type of contact (in-person, phone, etc.), whether it was successful, etc. and put a description of what the contact was and if follow up is needed.**

Area/Subject of Focus:	-- Choose --
Date Contacted:	07/19/2019
Beginning Time:	12:51 <input type="radio"/> AM <input checked="" type="radio"/> PM
End Time:	1:36 <input type="radio"/> AM <input checked="" type="radio"/> PM Note: If left blank when creating a new contact, the finish time is automatically set when saving the contact.
Total Time:	45 Total time in minutes.
Contact Method?	In-Person
Successfully Made Contact?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Follow up Required?	<input checked="" type="checkbox"/> Yes
Notes:	Met for LP 4: Only received 3 samples and parent did not show a body of work. I reemphasized my need to see a body of work and that they should come prepared to the meeting with the learning for the LP. Parent stated they will follow up with me next week to show learning took place.
Send Notification Flag:	-- SELECT --

- ❖ **Click “Save Contact”**

Student Notes Section:

The second area you will log information will be in the “Student Notes” section of the SIS. *This section will be used for things that need to be recorded, but are not necessarily interactions with the student or parent.* Some of the following reasons would qualify:

- Instances of Plagiarism (upload the plagiarized copy to the notes section; change to pdf if you have difficulty uploading)
- Behavioral Issues
- Dates SSTs took place with the SST Doc uploaded
- *CHYA opt out letters from parents*
- *Important Information that Any Admin Should See When Logging in SIS (Parent Dislikes being on Video, Student Accelerated a grade on _____ (date), etc.*

If you go to the student dashboard (you can get to Student Notes by clicking on the student name anywhere in the SIS, including your roster page); then, scroll down to the Student Notes section of the dashboard.

How to Complete AWRs

AWR= “Assignment and Work Record”

AWRS: “Assignment and Work Records”

AWRS are a digital list of work assigned to a student. It is, essentially, a gradebook with no grades. Teachers of Record create AWRs for each student to show assignments that work towards progress in their grade level standards and curriculum.

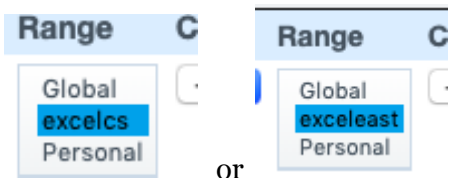
Beginning in 2022-23, AWRS (Assignments and Work Record) must be completed before the beginning of each LP. This pre-loading of objectives and assignments will create a default pacing guide, and help hold the home educator accountable for progress. After meeting with families, the AWRs should be reviewed and/or adjusted to reflect the actual work completed and reflected in the body of work

AWRs Fundamentals:

- Choose objectives/standards that were attempted and the assignments used to do this for each class
 - Each module must have objectives and assignments
- Reflect the number of days in the LP
- Prioritize the use of textbook curriculum content, not the standards
- Add multiple curricula under one class if there are multiple textbooks

Please use the curriculum/textbook your student is using, if at all possible:

1. Curriculum content must be added to a course before AWRs can be loaded. Curriculum content is the scope and sequence of the course in the form of lists of objectives/standards and assignments associated with textbooks, classes or the state standards.
2. When choosing a curriculum content for your AWRs, make sure you are selecting the curriculum from the proper range (excelcs or exceleast).



3. Make sure you are looking at the correct edition. Usually, you can still use a different edition, but check off the assignments in a different order, as the books are usually very similar.
4. If you are using a curriculum already in the system, make sure it has both *Objectives and Assignments listed*. Sometimes, even then, there is not enough information listed by the author of the AWRs, so please check with the vice-principals or ToR Training Coordinator if you are unsure. (The blue arrows are objectives and the pieces of paper are assignments.)
5. If the book only lists assignments, please add standards or custom objectives. (Enough to show 20 days of learning)
6. You can add curriculum content to SIS by following this procedure.

For more information about loading Curriculum Content, please watch these helpful videos:

[Introduction to Curriculum Content](#)

[Adding Curriculum Content to Courses in SIS](#)

If your textbook is not in the system, please choose standards for the TK-8th student, and high school students should be choosing the corresponding CP curriculum content:

1. Choose the current grade level standards for Math or Language Arts.
2. Science and Social Studies may be outside of the grade level for TK-8, but you must use the multi-grade level standards found in “**excelcs**” and “**exceleast.**” (Make sure that 6-8th grade students hit all of the science for those grade levels before high school, if they decide to go out of the order listed in the standards.) **You can use the search function with the keyword ‘Excel’ to find these.**
3. Standards that are in SIS mainly read as objectives. Each module must have both objectives and assignments. If you must use curriculum content that do not have assignments listed, you must add assignments as custom comments. (For example: Student will complete worksheets. Student will read textbooks. Student will complete assessments on the above objectives/standards.)

- 4. If you are unable to find grade-level standards or textbooks that match the learning your student completed, you must write enough objectives and assignments to reflect 20 days of learning in that subject. This is not the ideal way to document the learning and will require more time.**

Step -by-step instructions are below. You can also watch this video on how to complete AWRs:
[Adding AWRs from Assigned Curriculum](#)

AWRs Step-by-Step

Before the new LP:

1. From your roster page, choose toggle the arrow next to a student's name to see all of their classes.
2. Choose the curriculum that you want to populate and the LP# next to that curriculum. This will open your "add/edit assignments" window.
3. Type in the 'assigned on' date. It will be the first day of the learning period.
4. Click on the module that you want to open.
5. Choose any additional objectives that will be attempted and methods/assignments that will be used to complete these objectives/assignments.
6. There must be assignments if you choose an objective.
7. Scroll down to the bottom and click 'assign'
8. This will open the records page. In the top left corner, choose *save*. If you're done, close the tab.
9. If you need to add more, you can choose the + sign.
10. Sometimes you have to choose the module.
 - a. It will open to add/edit window
 - b. Choose assign from curriculum
 - c. Choose the additional assignments/objectives that need to be added.
 - d. Add the assigned on date
 - e. Choose assign
11. Repeat this process for each relevant curricula in each class.
12. You might not use each curriculum every time
 - a. You might need to use a combination of textbooks and standards
 - b. You might have a student working from multiple books

After the LP meeting

1. Review the AWRs for accuracy against the body of work. You may need to add or delete some objectives/standards and/or assignments to create an accurate record.
2. During your review, find the objective and assignment that matches your sample. It is helpful to think of the sample as a picture and the objective & assignment as its caption.
The auditor and your peer reviewer will look for this to match.
3. This video will help you add/edit objectives and standards

Helpful videos:

[Adding forgotten dates or adding objectives and assignments](#)



[Adding to an AWR](#)

How to complete a custom comment in SIS:

1. Watch the following videos on how to write custom comments or add a comment(s) to standards.
 - a. [Adding Assignments \(Custom Comments\) to Standards](#)
2. Custom comments should have:
 - a. Objective/WHAT was learned: “Student will identify parts of a butterfly,” “Student will observe butterflies in their natural habitat,” “Student will learn about the jobs of an Ichthyologist,” “Student will identify the plants eaten by Monarch Butterflies.” “Student will observe butterfly collections from around the world.” etc.
 - b. Assignments/HOW it was learned: “Student will read a book.” “Student will watch a video.” “Student will study charts identifying butterfly parts.” “Student will complete a worksheet.” “Student will attend a field trip to the butterfly museum.” “Student will complete an art project.”

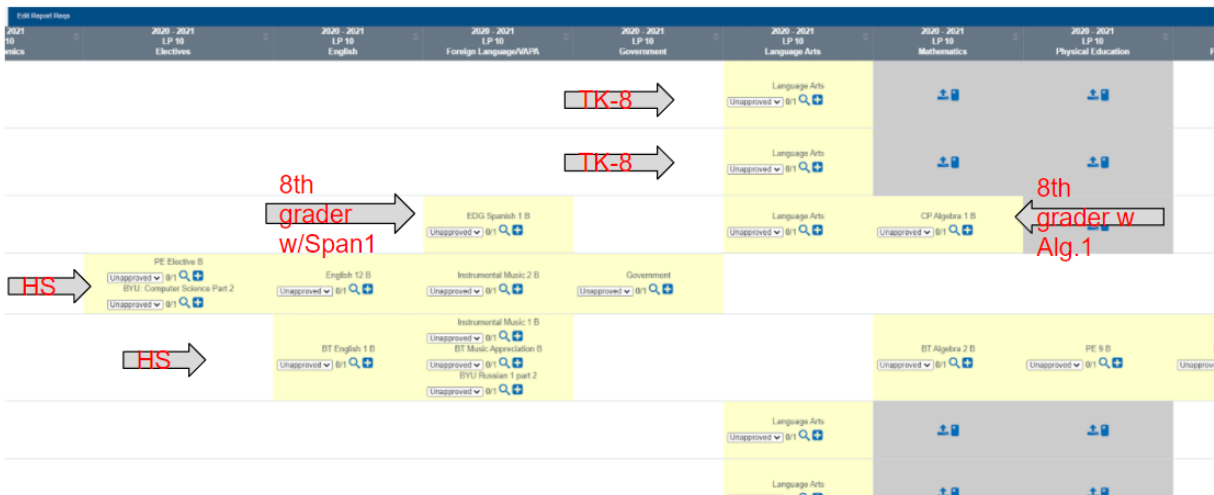
Loading Samples Into SIS

In addition to completing AWRs, teachers must also load samples into SIS. See the section “Sample Requirements “ for more information about sample requirements, acceptable vs unacceptable samples and labeling.

1. Go to *Teachers > Compliance > Archive Compliance*
2. Make sure the following information is chosen:
 - a. Report title: Work samples
 - b. Include students “with or without Archived reports”
 - c. Staff: your name
 - d. Range: the correct LP
3. Choose “Generate Report” button
4. Watch this video on [how to load samples](#):
5. You may load TK-8 samples in each section or load them as a single document into “Language Arts”. They must be in the following order: ELA, math science, social studies and PE
6. High school samples must be loaded into their individual classes.
7. Samples must be /jpeg or .pdf files.
8. Uploading options:
 - a. Option #1: Upload from a computer or Google drive using the 
 - b. Option #2: Direct upload from your phone via text message: This works for single pages only. 


Sample Archive Compliance:

Below is a sample screenshot from Archive Compliance after samples have been uploaded. Please note that high school classes, including those for junior high school students, are loading into the individual classes. This helps HQT's to check for their specific subject.



Archiving AWRs:

After you have completed all of your AWR's for every student on your roster, you will archive the AWR's all at the same time. **This must be done AFTER you take attendance for your roster.**

1. Click on the  AWR button for the appropriate LP on your roster home page. (see photo below).

Semester 1 (Fall) of (2014 - 2015) C						
	Att.	AL.	LL	AWR	WS	PBL
LP: 1						
LP: 2						
LP: 3						
LP: 4						
LP: 5						

- Click on 'Sign and Archive electronically'. Make sure the "teacher signature" box is clicked. Parents and students do NOT sign the AWR.

The screenshot shows the 'Sign and Archive electronically' configuration page in the School Pathways system. The page is divided into several sections:

- Signature Line:** Teacher, Student, Parent/Guardian
- Attendance Line:** None, Acknowledgment of learning period days, Acknowledgment of learning period days (By Hand)
- Other Options:** Include all classes when printing for students, But don't include ADA classes, Don't group by Learning Period, Don't group by Curriculum, Show as Synopsis View, Show All Curriculum, Text Font Size (0-10)
- Assignments:** Show Assigned Date, Show Due Date, Show Grade Given, Show Curriculum Grade (must be grouped by curriculum), Show Assignment Grade, Show items given no weight, Hide past-due, Show Only Completed
- Learning Period Range:** School Track: B, 1, 2, 3, 4, 5, 6, 7, 8, 9, All
- Show Assignment Types:** Assignment, Objective, Standard, Module, Resource

Buttons: Back, Preview, Print

After selecting students, please click either the Print or Sign Online button. [Sign & Archive Electronically](#)

Select	Student Name
<input checked="" type="checkbox"/>	Cardona, Brayden
<input checked="" type="checkbox"/>	Salatz, Faith
<input checked="" type="checkbox"/>	Salatz, Grace
<input type="checkbox"/>	All

Buttons: Back, Embedded Files

Footer: California Pacific Charter School - Excel (crnick) [Log Out] 9/25/2017 - 3:00:34 PM

- SIS will create a document version of your student's AWRs in alpha order. Scroll through all of your students and make sure that the AWR's are showing up for all subjects.
- Sign each AWR with your signature and your typed name. Use the same date that you signed your attendance as the signature date.
 - Hint: You can use the 'Attendance Forms' section on your dashboard to see your signature date: Click 'view' to remind yourself of the date it was signed and archived.

Attendance Forms	
Form #2a0 - LP 1, Track B	
Verified	Archived
21 Student(s)	
[View]	[Edit]

- At the top of the AWR you want to see the number of days the student was present. For example:
 - "The number of attendance days possible for this student's learning period is 19. In my professional judgment, the student has completed work that has a value of 19."
 - You do not want to see the value 'o' here. If you see 'o' here that means you have not claimed attendance yet. AWRs are to be completed and archived after attendance has been claimed.

6. If you see the correct number of days, choose 'Send Invitations/Submit Agreement' in the bottom right corner after the last AWR.

Completion of Compliance

Grading for Students w/ Little to No Assignments

Q: Should the AWR show all objectives and assignments for each Learning Period?

A: Yes. All objectives and assignments noted on the pacing guide should be noted on the AWR. Remember that AWRs are written in the future tense by showing what the student is planning to complete. The purpose is to establish the intended learning and workload for each student per LP. Ex: Student will complete lesson 6.

Q: What if a student only completes a few of the total assignments?

A: Place a custom note (see below).

Q: Can the uploaded sample reflect a student's best work even if they are failing a course? (ex. Uploaded sample earned an "A" but the student earned an "F" in the course.)

A: Yes, but ideally the sample should reflect the grade they have in the course. The lack of work completion as noted in the custom comments or low grades on their other assignments will also support the lower grade in the course. If the lower grade occurred because the student failed to turn in assignments, the comment on the AWR should show less work was completed, indicating the purpose of lowering the grade.

Ex: "Student completed 2 out of 10 assignments." ~which would be an "F"

Q: Should I note a lack of work completion on the report card?

A: The report card should include a line about why the grade was lowered. Ex: Student only completed 20% of work, resulting in a lower grade and/or failing of the course.

How to Complete AWRs for Little to No Assignments Completed for the LP

1. Choose assignments for your AWRs that represent the 20 days of learning the student SHOULD have completed for the LP.
2. Then, you will write a comment (see below for instructions) for each subject area affected that reads: "Student failed to complete assigned work in this subject." OR "Student completed ____% of the assigned work for this subject."

How to Include a Comment on AWRs:

1. While in the AWR for the class with no samples, click on the little speech bubble at the bottom of the assigned AWRs next to their name.

Due	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25	10/25
Assigned	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30	09/30
Module	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Category	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Assignment Weight	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Order	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Averages																			

2. A box will open and you will type the comment in the box **for each subject that you received little to no work**. If you receive work in one subject, you will keep that AWR as normal.

The screenshot shows a Chrome browser window with the URL excelcs.psis.com/mod.php/c/gradebook.php?action%5Bp.... The page title is "Comments on AWRS". The main content area is titled "Comments" and displays the following information:

Student: Lucero, Dallas
LP: 3
 The student failed to complete the assigned work in this subject for the Learning Period.

Below the comment, there are tabs for "Evaluative", "General", "Language Arts", "Math", "Science", and "Social Studies". The background shows a gradebook table with columns for subjects and dates, and a sidebar with a list of assignments and their weights.

First Steps with Assigned Families

Assigned Students: You will be assigned students both before school starts and throughout the school year. Before school starts, your roster will be in the Student Information System (SIS), for which you all should have logins. If you do not have a login, please reach out to Keri Schneeweiss @ kschneeweiss@excelacademy.education. For students assigned **after** the school year begins, the admissions office will send you an email letting you know a student has been placed. Once you receive this email, please look carefully in the SIS for any pertinent information about the student. (See the SIS section for instructions on how to access student information.) Once the student is highlighted in **blue**, you may contact the parent. See the section on [Enrollment status and Additional Information](#) for an explanation of the different colors in SIS.

Transfer Students: At times it is necessary to transfer a student from one ToR to a new ToR. The process is similar to that of an assigned student, except, once the school year begins, you will complete an addendum to the original Master Agreement (MA), rather than a completely new Master Agreement. For instructions on this process, please see the [addendum video](#) located in the "Training Materials and Manuals" folder of the Education folder.

Your Role as ToR: The ToR/family relationship is very important to most families. They are looking for someone who can be there to guide them, provide encouragement and work alongside them to ensure a successful academic year for their child(ren).

Please note: ToRs should never contact a student via email, phone, text, social media or any other messaging system without the parent/guardian also being included in the correspondence. Even then, prior permissions from the parent/guardian should be granted before including students in a conversation with you and the parent. **At no time should conversations between a ToR and student occur without the parent/guardian.**

- **Initial Email:** Send a welcome email to all new students before reaching out via telephone or Zoom. Even if it is the same day, it's less intimidating for the parent and more likely that they will answer the first time. In the introduction email, attach applicable documents of help. (ie. [TK-8 Curriculum Handbook](#), school calendar, etc.)
 - If the parent replies, this is a great opportunity to set-up a Zoom meeting to discuss the curriculum. Let them know that the Zoom will be long (approximately 45 minutes).
- **Initial Phone Call:** This call is a **brief** time to confirm student details and ensure the family knows how our school functions. You can use [this checklist](#) to guide your phone call.
 - **Ask the parent questions about their family and how they came to Excel Academy.** Ask them what their goal is for independent study (escape bullying in school, desire character building, improve academics, etc.). This will give you a feel for what is important to the family and how you can best approach them as a teacher.
 - **Introduce yourself and your role as their Teacher of Record.** Feel free to let them know a little about your family or hobbies, as well as your passions within education.
 - **Confirm Name, Grade Level, Birthdate, Telephone Number, Address and Email** of each student in the family. Each year we have students with incorrect information or the wrong grade level in the SIS! Also use this time to ask for alternative contact information (like additional phone # or email.) *Let the family know that we communicate primarily via email and that they should check it daily for important information from you. Let them know you will always email them back within 24 hours (1 business day) and they must respond to emails within 48 hours (2 business days.)
 - **Ask the parent about any custody arrangements.** Say: "We want to make sure to respect any family arrangements that you may have, so if there are any custody arrangements or special concerns you wish for us to honor, please let me know. If your child(ren) splits their time between homes, that is completely fine, just let me know so I can include both parents' signatures on the Master Agreement and Acknowledgement of Responsibilities." *Refer to instructions in

the SIS section of the manual for reporting legal custody arrangements to Cori in the Registrar's office: registrar@excelacademy.education.

→ ***Describe the role of the parent as the primary teacher for the student for Personalized Families.***

- ◆ The day to day teaching and correction of learning assignments is completed by the parent/guardian. You will support them as the credentialed teacher, but you do not tutor the student in any way,
- ◆ Parents/guardians must oversee student learning on a day to day basis, be responsible for all work completion and ensure all necessary student work learning is brought to the Learning Period (LP) meeting.
- ◆ Instructional funds (IFs) can be used to purchase curriculum or classes, **with the ToR having ultimate say over where funds are allocated if a child needs resources allocated differently to support their comprehensive Course of Study.** Core curriculum must be in place before supplemental classes and curriculum are purchased. Religious material is not acceptable.
- ◆ There will be daily teacher-student instruction offered and the parent must log their attendance daily.
- ◆ Parents will provide samples monthly at a meeting with the ToR.

→ ***Set up an in-person meeting or Zoom to discuss curriculum, courses and sign paperwork. This will need to be within the next few days.***

Please note: All Content and Community Provider classes must be ordered 10 business days before the student's first day of classes.

- Let them know to bring any curriculum they already have on hand so that you can approve it and take a picture of the Table of Contents for each book for reference throughout the year.
- *Have them think about their curriculum choices* before they meet with you. Share the TK-8 Curriculum Handbook with the parent ahead of time, or the high school information for older students.
- Let them know that the meeting will last about one hour.

→ ***End the phone call by asking if they have any questions.***

- **Send a follow up email.** Thank the parent for their time and send all of the resources, including free subscriptions, resources, etc. that were discussed on the phone.

Personalized Pathway: Initial Meeting

The initial in-person meeting is a time to go over the responsibilities of the parent and/or any changes in policies for the current school year for returning parents. You will introduce parents to the ordering system (OPS), ParentSquare, and the many resources available to them (TK-8 Curriculum Handbook, free school-wide subscriptions, etc.) If the parent/guardian understands and agrees with the policies set forth in the Master Agreement (MA) and AoR, they will sign them at this time.

This meeting may be in-person or virtual. With a shortened ordering time in August, Zoom and Google Meets are a great resource for reviewing important documents with families while still ‘seeing’ each other for the first time. New families may want to meet in person before committing to our school. Please work with each family to address their needs and comfort level.

Returning Students in August: Because policies and procedures change throughout the years, it is important that parents have the most up-to-date information. Please meet with families ***in-person or, due to COVID, via webinar*** as necessary. ***This is a yearly requirement with all families.*** This allows parents to get essential updates for the school year. You might also consider having a webinar for all of the parents on your roster to discuss any new policies and procedures and answer questions.

Supplemental documents for this sections:

[Initial Parent Meeting Checklist](#)

[Parent Checklist: Getting Ready for School](#)

[HS New Student Checklist](#)

Hand Out the Following Documents/Email in advance if the meeting is virtual

1. **Excel School Calendar-** [2022-23 School Calendar](#) (Print in Color) available on the website or in EACS Handbook as well
2. **[CCP Acknowledgement](#)**: Shared Drive> Student Services
3. **[Acknowledgement of Responsibilities \(AoR\)](#)**: see section below
4. **Course of Study template for information gathering**: Shared Drive> Education folder > [ToR Resources](#)
 - a. You will add this information to the [Course of Study Elementary Doc](#) or the [Course of Study Secondary Doc](#) spreadsheet for review by your Regional Leader.
5. **Course Content**: (*may be shown on your screen if virtual*) Print course content for approved HS courses and TK-8 curriculum from SIS by clicking “view” and scrolling to the bottom to “print”

Topics to Cover During the Meeting:

1. Acknowledgment of Responsibilities and Master Agreement
 - ❖ Place the [Acknowledgement of Responsibilities](#) in front of you ([click here](#) for Virtual Path AOR) and go through it line by line with the parent. (located in SIS, along with the MA.)
 - ❑ This is absolutely crucial, as many parents get to a point in the semester where they are issued Progress Improvement Notifications (PINs) because they did not understand the policies set forth in our [Acknowledgment of Responsibilities](#).
 - ❑ Review with families any new and relevant changes to our program.
 - ❖ Explain policy changes for this school year that will directly affect parents, especially veteran parents.
 - ❖ Have the parent sign the [Master Agreement/Acknowledgement of Responsibilities](#) for each child if it was not signed in the spring)
 - **For HS students**, you may need more time to discuss and add courses. A generic MA can be signed. Please refer to the [HS New Student Checklist](#) for

onboarding information for HS students and ways to create a generic grade level HS MA

- Confirm the student information in SIS for accuracy (name, grade level, birthdate, telephone number, address and email).
 - For inaccuracies, please email **admissions@excelacademy.education** **with the** corrections that need to be made. Email subject line: SIS Corrections
 - If the student grade level is wrong, you can have them sign an addendum later to correct this inaccuracy on the MA.

2. CCP Agreement (CCPA)

- ❖ Go through this document thoroughly with your families, so they understand how funds work. Some of the most important items are:
 - Non-consumable items are the property of the school and must be returned.
 - Content and Community Providers (CCPs) may not have room in their classes. Parents/guardians must contact the CCP first to see if there is room for the student and ask that their place be held. **Excel Academy does not pay registration fees.**
 - CCP class orders must be received by the ToR 10 working days before the first day of school. Teachers can enter the orders 7 days prior to the start of a course.
 - Materials will be shipped to parents as a default. Confirm this option and shipping address with them. Most will be happy about this; some will want their materials to come to you.

3. Curricula (Course of Study)

- ❖ Discuss curriculum options with the parent. If the parent does not know where to begin, you may suggest the TK-12 Curriculum Menu. If the family does not find a curriculum through the menu, they may use the TK-8 Handbook/9-12 Catalog. ****Students must have curriculum content and a pacing guide in place for each core course before the start of school.**
 - Fill out the Course of Study Elementary Doc or the Course of Study Secondary Doc with the parent, explaining areas that need another curriculum to fill in the gaps. Make sure to write down everything the student is using for curricula and check for gaps in learning (spelling, reading literature, writing). Families might need a few days to make final decisions.
 - Parents/guardians must choose complete curricula, for all courses, **within 5 days of signing the Master Agreement if school has already begun.** ToRs must order curricula for the student if a full week has gone by and the parent still has not chosen a Course of Study.
 - For those that have curricula in hand that they would like to use, take a picture of the Table of Contents for each course. You will need this to ensure it hits all standards and for pacing purposes/AWRs.

4. Pacing Guide

- ❖ The ToR must complete a Pacing Guide for all core subjects a student is taking. Explain to the parent their responsibility for following the pacing guide on a weekly basis.
 - Pacing guide templates can be found in the Shared Drive under Education and Curriculum.
 - ToRs may also send copies of the pre-loaded AWRs to families as pacing guides.

- Families must receive their pacing guides before the first day of the learning period.
 - Help parents to understand what a *'body of work'* is.
5. **Recording Student Learning** Explain the options for parents to record student learning in preparation for the LP meeting each month.
- Parents should bring a copy of the Pacing Guide to each LP meeting, in order to reference the material the student completed. The ToR may need to adjust the Pacing Guide each LP for the parent/guardian and provide them with an updated copy.
 - Tier System should be embedded here.
6. **Ordering:** Parents must have an academic plan and all necessary curricula ordered before the ToR can order supplemental courses (PE, art, field trips, etc.)
7. **Graduation Goals: (8th grade and up):** ToR must communicate that our goal is to have students graduate and meet graduation requirements. If students are wanting to attend a UC/CSU school, they must meet with our high school guidance staff as soon as possible to plan out a-g courses. However, ultimately, the PARENT is responsible for contacting colleges of interest to clarify specific admission requirements. Use the generic HS MAs as a guideline for common courses by grade level.
8. **Start Date:** Inform the parent that a student's start date is the beginning of academic learning. It will be either the first day of school, or the date in which the family signs the Master Agreement (after school begins). Families must log academic progress for each subject/course from that point on (even if they start supplemental CCP classes at a later date.)
- Please note: If a family wishes to start on a date later than their signature date on the MA, please contact **Noel Park in Admissions** and she will adjust the date in school pathways. The MA does **not** need to be redone.
9. **LP meeting location/time:** This must be a public location, no home visits are allowed for liability reasons. *Make sure your LP meeting schedule is established and set before the first day of school.*
- **Alternating virtual and in-person meetings:** ToRs are allowed to alternate LP meetings in-person or virtually on a rotating schedule.
 - i. Half of a roster *may* be seen virtually, while the other half **must** be seen in person.
 - ii. The following month, ToRs must alternate those families to have in-person meetings with families that were virtual the LP prior.
 - iii. Recommendation: Maintain the same schedule for both virtual and in-person meetings to avoid confusion.

Progress Monitoring

The primary responsibility of the Teacher of Record is progress monitoring. This comes in many forms:

- Weekly check-ins
- Weekly monitoring of grid logs to document engagement
- Regular and timely communication with families
- Monitoring online classes
- Learning period meetings (monthly or as needed)
 - Goal-setting
 - Monitoring completion of work outlined by the pacing guide
 - Measuring student academic growth
- Assigning additional work if needed
- Monitoring IEP goals and
- Using SSTs to address academic issues

Engagement and Re-Engagement Programs and Policies (AB130/Ed Code 51747)

Recent changes to Ed Code 51747 through AB130, added July, 2021, require independent study programs to outline, offer, engage and re-engage students in synchronous instruction and live interaction. These guidelines and Excel's program adaptations to meet these guidelines are listed below. This new legislation has made programming fluid and may change as needed.

Tiered Engagement

Excel has adopted a tiered re-engagement strategy, which is outlined in the Acknowledgement of Responsibilities signed as part of the Master Agreement. Students must engage in educational activities on a daily basis.

ToR steps for monitoring engagement:

1. Parents are required to mark daily engagement on the student's grid log.
2. ToRs are required to check the grid log every third day.
3. If the grid log is not marked, the ToR must contact the parent or guardian about the lack of participation within one school day of the absence or lack of participation.
4. If proof of work cannot be provided, the ToR will begin the [PIN process](#).

Synchronous Instruction and Live Interaction

Personalized Pathway ToRs are required to participate in Excel's programming for synchronous instruction and live interaction.

Excel's Programming:

Elementary:

Monday through Friday: ***Eagle Engagement*** - Virtual, daily engagement via Zoom for 30 minutes daily

- Curriculum programming will be literature-based.
- Students will be broken into grade bands.

Secondary:

Mondays (7th-12th): ***Teen Talk***- Social and Emotional Learning (SEL) opportunities

Tuesday through Friday(7th & 8th): ***Eagle Engagement*** - Virtual, daily engagement via Zoom for 30 minutes daily

- Curriculum programming will be literature-based.

Weekly Check-Ins

Teachers are required to check-in with their students on a weekly basis. Weekly check-ins are done on Thursdays. This allows the ToR time to get parent responses and take appropriate steps if students and families are struggling, behind or need to be issued a BIP or PIN.

The weekly check-ins will consist of three tiers for TK-12:

Tier I:

This is for: reliable families whose students are making consistent progress

- Each Thursday parents will submit their pacing guide, where the parent has signed, marked or indicated the last assignment the student left off on for each subject. This method can be determined by the ToR. They can submit their updated pacing guides any time on Thursday.
- The following morning (Friday) the ToR will review the progress of each student and check that it aligns with what was previously discussed/agreed upon.
- This process also applies to students who are in ETL or online classes. This requires the parent to be in touch with their student's progress (or lack thereof) from week to week.

Tier II:

This is for: families that have failed to comply with Tier I, families that you have had trouble collecting samples for at LP meetings, students who you have concerns about or who have struggled with pacing in the past

- This tier can also be utilized for all students on your roster so that it is less stressful for parents to scan/submit an entire body of work right before LP week.
- Each Thursday parents will submit their signed pacing guides and submit the last assignment the student completed in each core subject.

- The ToR can utilize Google folders or Google classroom to make this collection automatic and easy.

Tier III:

This is for: a family that has failed to comply with tier II

- Tier III families will be required to attend mini **weekly** LP meetings that can last from 15-20 minutes. The parent and student will be required to attend these meetings so that the expectations are clear for all involved parties.
- During each mini LP meeting this family will have to attend a virtual meeting with their ToR and share work that has been completed for the week.
- At the meeting the ToR will set clear expectations on where the student should be at in their pacing guide when they meet again.
- Failure to comply with weekly check-ins may lead to a PIN being issued.

Learning Period Meetings

Learning Period (LP) meetings are required every 20 school days by the State of California and are scheduled by the ToR based on the end date of Learning Period (LP). Generally, meetings occur the week an LP ends, but may be held earlier if needed. All meetings should take place before the last day of the learning period. That way, if there is an emergency, there is a chance to reschedule and take attendance before the deadline. **(Please note: You are required to have all samples in-hand before taking attendance.)**

REQUIREMENT: New teachers are required to observe one learning record meeting of their regional leader before they meet with their families for LP1. These observations will be scheduled the week prior to LP1 meeting week. The ToR Trainer will then schedule a time to observe the new teachers during their first two learning period meetings.

Supplemental documents for this section:

[LP Meeting Checklist](#)

[Parent LP Meeting Checklist](#)

[Work Sample Checklist](#)

[Forms for LP Meetings folder](#)

LP Meeting Scheduling

Please note: **At no time should families see the names of the other families you are meeting with on a shared schedule. It is easy to create confidential Calendar Sign Ups in Google Calendar for your LP meetings. See the following video tutorial for instructions!*

1. **LP Week:** Reserve the last week of the LP for your meetings. *If an LP ends on Friday the 5th, meetings should be held the 1-4th or the previous week* Refer to the *Excel 22/23 School Calendar* for school year LP dates. Reserve the Friday of LP week for make-up meetings and taking attendance.
2. **Elementary Pathway- alternating virtual and in-person meetings:** Beginning in 2022-23, ToRs are allowed to alternate LP meetings in-person or virtually on a rotating schedule.
 - a. Half of a roster *may* be seen virtually, while the other half **must** be seen in person.
 - b. The following month, ToRs must alternate those families to have in-person meetings with families that were virtual the LP prior.
 - c. **Recommendation:** Maintain the same schedule for both virtual and in-person meetings to avoid confusion.
3. **Secondary Pathway- mostly virtual**
 - a. Must complete one in-person LP meeting in the first semester (new families in the first three LP meetings)
4. **Locations:** Pick locations central to your families, doing your best to never make a family drive over 15-20 minutes except in special circumstances that the parent has agreed to ahead of time. Pick a location with ample seating and internet access if you want to work in between meetings. Keep families of small children in mind; the children might squirm and make noise.
5. **Duration:** Meetings should be scheduled at least one hour apart for single students in order to make time for a 45 minute meeting. If there are multiple students in a family, schedule an additional 30-45 mins for each student, depending on grade level. High School students may take even more time. It is always better to allow more time than to run out of time.
6. **Mandatory:** Stress the importance that LP meetings ***cannot be rescheduled*** unless there is an **unavoidable** emergency. A doctor's appointment is not a valid excuse, as they should work appointments around monthly meetings. Be kind, yet firm, setting the tone the first time you meet with the family. If a family arrives late, cancels or misses meetings, refer them to the policies in the EACS Handbook. If a family misses their meeting or fails to turn in work, a PIN may be necessary. Give the parent until the attendance deadline for each LP and, if they still have not met with you and/or provided samples, reach out to Nick Romo (TK-8) or Lorrie Wood (high school) for a possible PIN.

The Scheduling Email:

(All emails to families should be bcc'd so families cannot see one another's email addresses.)

- [Create a Google Calendar appointment invite](#), with time slots for parents to sign up their children for an LP meeting. Give a cushion of 10-15 minutes between families to allow for transition time.
- Ensure that you have included the meeting location in the sign-ups. For COVID, we will be virtual and you can utilize Google Meet/Hangouts or Zoom invite links in your calendar appointments.

Make sure your email is friendly, and includes:

- An explanation of what an LP meeting is
- The link to the calendar sign ups
- A reminder that LP Meetings are **mandatory and cannot be rescheduled**, unless there is an unforeseen emergency
- Both the student(s) AND parent(s) are required to be at all LP meetings, no exceptions.
- Students must arrive on time for scheduled time-slots, or risk having it rescheduled.
- Meetings will last approximately 45 minutes per student, depending on grade level.
 - Families with a high school student should expect to give an entire 45-60 minutes for the high school student plus the amount of time needed for any remaining TK-8 siblings.

The Monthly Learning Period Meeting

Purpose of the LP meeting

The purpose is to oversee and assess student attendance and student progress towards subject mastery by reviewing the body of work. This can be a very rewarding part of the ToR position. It is a time to encourage students in their learning and offer parent support. Students and parents may start out very insecure, especially if they are new to independent study, so lots of encouragement may be needed. This is a time to reassure them that they CAN do this! Training parents in what is expected may take several LP's. However, when parents are trained well and follow expectations, you will have meaningful and productive meetings.

What does a meeting look like?

The order of a meeting is flexible, but should include these components:

1. Announcements/scheduling/pressing matters
2. Review of samples for each child
3. Collect samples from every category (ELA, math, sci, ss and PE)
4. Parent mentoring

Objectives during a meeting

1. Review work to assess learning for participation, attendance and mastery
2. Record the work that was completed so you know what to put in the Assignment and Work Record (AWRs)
3. Collect samples to upload into SIS for compliance to match AWRS
4. Assist parents in planning, pacing and troubleshooting

Objective #1: Work Review to Assess Learning

As a ToR, one way to assess student learning occurs during Learning Period meetings. Participating in student centered discussions, based on the student's complete body of work is a great way to connect with students and find out if they understand the material. Beforehand, ensure you communicate with your families the need to bring a body of work from each subject, not just a sample.

- Each student should take 30-45 minutes to review:
 - Take charge of the questions; don't let parent guide the conversation.
 - When possible, allow the meeting to be student-led to promote student advocacy.
 - Allow students to use their notes and samples to answer questions. It's not a test-- it's a conversation.
 - Try to review students separately or require they answer separately.
 - Use samples as a starting point for discussing and assessing mastery.

As students review their work with you, ask meaningful open-ended questions that include a variety of Bloom's Taxonomy and critical thinking. Remain friendly and down-to-earth to build strong relationships. Don't unnecessarily quiz students or put them on the spot, but work towards assessing their knowledge in a variety of ways. You can work on math problems, listen to them spell or read and have them explain concepts based on their work from the month. The types of questions below can be helpful. (Please see [Questions to Check for Understanding Doc](#)).

- *I see you learned about butterflies! Were you able to see real butterflies? Did you read a book about butterflies? Did you color any pictures or do a project?*
- *What steps did you take to create this final draft/project?*
- *What was the most interesting fact you learned about _____?*
- *What are you reading at home? Tell me about your favorite character...*
- *What do you think will happen next in the story?*

***It may take a couple of meetings to break the ice with some new students, but hang in there!*

Assessing Learning in a Virtual Meeting:

During virtual meetings, ToRs should maintain high standards for assessing work. Students must still provide a body of work and should have their workbooks and papers with them. ToRs may need to use creative methods and leverage technology to assess student learning in a virtual setting. See the [Virtual LP Meetings and Training Resources folder](#).

Objective #2: Recording Learning for the LP:

Parents need to communicate the monthly learning that takes place for their student(s). They may use reflection logs, learning logs or pacing guides to do this.

While a pacing guide should be in place before the LP begins, at times students complete slightly more or less than what was planned. The easiest way to communicate the learning from the LP (about 20 school days) is to print out a pdf of the curriculum from SIS and have the family check off the completed assignments. To retrieve the pdf from SIS, follow these instructions:

1. Go to your roster PLS/Student Roster.
2. Scroll down to the student and expand the blue arrow on the left.
3. Click on the green dot next to the subject you would like to open.
4. For the curriculum entered for that subject, click on the “view” button to the right of the curriculum title. (This will open up a pdf that you can then save and print.)
5. Repeat this for each subject for each student. Talk and add notes to grasp a full picture of learning that took place for the LP.

For curriculum that is NOT in SIS, parents can communicate learning with a reflection log, learning log or by referring to the table of contents:

1. A “**Reflections Page**”: Parents will write down what the student learned and how they learned it for each subject on the reflection page (found in the Education Shared Drive under ToR Resources).
 - **Example:** What: Studied verb tenses, compound words, pre-writing activities (outlining and drafting) How: *Language Arts for 5th Grade Students, Lessons 40-60*
2. The **Learning Log** is found in the Parent portal and can be used to record completed work
3. **Table of Contents:** Teachers can refer to the Table of Contents for that curriculum and take notes as you talk to the student. (Take a picture or Obtain a copy at the beginning of the year.)

*Please make sure you write down enough learning for each subject (20 days worth), for each student. You will complete learning reports based on this information.

Objective #3: Collecting Samples to Upload into SIS for Compliance

During the Personalized Path learning period meeting, your goal is to take a variety of samples from the body of work. You can take paper copies or digital copies. Always take more than you’ll need.

- Take lots of pictures with CamScan
- Have parents send them to you in advance if it’s a virtual meeting

TK - 8th: Review the entire body of work and collect several graded work samples for each core subject listed on the MA:

- Language Arts
- Math
- Social Science/History
- Science
- PE: Students may complete a PE Log or assignment, such as:

- **TK-2** A picture with a simple written description by a student or dictated and written by the parent/ToR.
- **Grades 3-5:** A picture with 3-5 sentences of their PE activities related to the picture.
- **Grades 6-8:** A paragraph or two about their PE activities

High School: Review the entire body of work and collect multiple graded work samples for each course title listed on the Master Agreement. High school students must be enrolled in a minimum of five courses per their approved four-year plan. (See High School Sample Requirements in the [Helpful Hints for High School](#) doc.)

Objective #4: Assist parents in planning, pacing and troubleshooting

- Leave time to answer parent questions about curriculum, lessons and goals
- Briefly review the next month's goals/pacing
- Don't be afraid to ask for more samples, better quality, or assignments that cover missing standards/objectives
- Ask them how you can help during the next LP
- Remind them that you'll be checking in weekly and that you need a response within 24 hours.
- Remind them about daily attendance

Sample Requirements

As Teachers of Record, the student's *complete body of work* allows us to assess student learning and provide feedback to the parent/guardian. In addition to examining the body of work for the LP, teachers will also be required to **pull a sample from each content area** to upload into the student records system. These samples must contain the following:

1. Samples must be graded/marked:

- a) [Grades \(6-12\)](#) Please include a letter grade, percentage, or fraction (all are okay) that indicates how well a student did on the assignment. If the student misses several questions on the assignment, but the page that is uploaded is free from error, it is advised to please write "page 1 of ___," at the top so that it is understood the missed questions occurred on the pages not included. (Stickers, stars, checks, etc.. are not acceptable substitutes for a letter grade.) *
- b) [Writing Samples](#): The sample should have comments and corrections throughout the piece, along with a letter grade from the parent/teacher, showing they have read through it and provided feedback to the student. High school writing samples earning an A should include a corresponding rubric.
- c) [Grades \(TK-5\)](#): Stickers, stars, checks or comments are acceptable forms of grading. A letter grade is NOT required. However, for math, students should show their work and wrong answers should be clearly marked. Ideally you will include the amount incorrect at the top of the paper, but again not necessary. (ie. -4 or 6/10)

*When labeling a sample digitally, please make sure the font and color is distinctly different from the font of the sample. This avoids confusion for the auditor.

2. Samples must show as much student work as possible:

- a) Acceptable Samples:
 - i) A picture of a science lab, accompanied by a lab write-up, detailing what the student learned.
 - ii) Math homework in which all the student computations are shown (not just answers).
- b) Unacceptable Samples:
 - i) A picture of the student completing a lab with NO write-up
 - ii) Multiple choice or T/F exams or worksheets
 - iii) Maps or coloring pages not accompanied by a brief description;
 - iv) Math homework which shows only the answers.
- c) For very young students (TK and K), the parent may write what the child dictates. Have them use quotation marks to indicate it was a dictation. *Once the student is able, they should be encouraged to write independently.*

3. **Samples must be nonsectarian (no religious content)** - please double check the content, as well as the publisher at the bottom of the page.

4. **Samples should represent the student's work for that Learning Period.** The ToR, along with the student and parent should select something that truly reflects the student's abilities.

- a) Equally important is showing a progression of work. For example, a 1st grade student may start with copy work samples and by the end of the year be writing original paragraphs.
- b) Do not accept the same type of sample each Learning Period. For example, language arts includes writing, reading comprehension, spelling, etc. Do not upload a spelling test for each Learning Period sample.
- c) A student's BEST work does not necessarily mean it will be an "A" on every paper. Get to know your students and what they are capable of and educate parents that an "A" is above grade level work.

5. **Samples should represent the student's original work** and may not be plagiarized in any way. (Please refer to the Plagiarism section of the Student/Parent Handbook for more information.)

Withdrawal Process

(During the School Year-First Day of School Until Last Day)

Summer Months: No withdrawal form is needed for students that decide not to enroll during the **summer** months Excel is not in school.

Simply notify:

1. **Registrar (Cori McCook):** Previously enrolled students
2. **Admissions:** New Students with No Previous Enrollment

Withdrawals During School Year:

Meet with the parent one last time, if possible, to collect:

1. **Withdrawal Form:** Have the parent sign the withdrawal form that is located in the shared drive. Or, click the link [here](#).
2. Collect **non-consumable books and computers** purchased with Excel student funds.
 - a. If parents refuse to return items or they are not responding to your requests, please send a list of the items not returned to Cori in the Registrar's Office. She will follow up with the family to obtain the items.
 - b. Cancel any outstanding orders in OPS.
3. **Attendance Roll (Grid) Log:**
 - a. Send the parent the attendance grid log to sign **with only the dates that the student was actively enrolled checked off**. The last day checked off should be the date of the withdrawal.
 - b. You can also print the grid log if the parent is meeting with you and wishes to sign it in person. The signature date on the Grid Log will be the date of the withdrawal or after (typically within one week if you are meeting in person).
4. **Collect Work Samples for the days enrolled during the LP:**
 - a. Reach out to Nick Romo (TK-6) or Lorrie Wood (7-12) and Cori McCook (Registrar) if you are unable to take full attendance.

Parent-Teacher Conferences (Virtual Path)

Virtual ToRs will hold parent-teacher conferences twice per year. These conferences will serve to facilitate a more in-depth discussion with the parent about the student's academic progress and the learning going on in the classroom. It is important to note that regular communication should occur with the parent outside of these two conferences. Parents should receive some type of weekly communication from their student's Virtual ToR. Should concerns about a student or situation involving a student arise, a telephone call or video call should be made to the parent/guardian.

Discipline

Progress Improvement Notifications (PINs)

Excel Academy aims to partner with families to create a positive atmosphere in which mutual trust is built between the ToR and parent. In order to achieve this, it is crucial that teachers explain policies and expectations *thoroughly* with parents at the beginning of each school year. Most families will only need this one explanation to smoothly navigate through the rest of the year without a problem. However, some families will fall short of fulfilling Excel Academy Charter School policies and expectations. For those families, we have set up our Progress Improvement Notification (PIN) system, which works to inform parents of their failure to follow policy. Hopefully, this will correct the behavior and show that we have done our due diligence of identifying needed improvement and informing the parent.

How Do I Know When to PIN?

Students can earn a PIN anytime they or the parent fail to comply with responsibilities outlined in the EACS Handbook, Acknowledgement of Responsibilities, and/or Master Agreement. During the first LP, it is important for ToRs to issue immediate PINs for families who do not make contact, miss a meeting, or fail to check-in. A ToR may follow a three-day time period. Beginning LP 2 when a ToR notices a student or family falling behind, they should immediately email the family and identify the issue along with a one-week time period to make adjustments. If the family fails to comply by the deadline, then a PIN should be issued. If you feel that a parent or student has failed to comply with Excel Academy expectations and policies, please contact Nick Romo (Elementary Principal) for TK-8th or Lorrie Wood (Secondary Principal) for High School students *before issuing or threatening a PIN*.

Some of the most common times PINs are issued:

1. Lack of work completion or failure to show work completion.
2. Failure to attend a learning period meeting or other mandatory school meeting.
3. Lack of communication for more than 5 school days, despite attempts at contact by phone and email.
4. Late cancellation of a meeting or cancellation of more than two required school meetings for non emergency reasons.
5. Failure to complete required WIN and/or ELD assignments.

Weekly Check-Ins and PINs

ToRs will conduct weekly check-ins and will monitor student progress following the check-in tier procedural process. Excel families will start on tier one and will be monitored on a weekly basis. If the student fails to meet the requirement for tier one, the ToR will follow up with the student to ensure adequate progress is made. If the student fails to meet the tier one agreement for a second time, then the student will receive a PIN and will be moved to tier two. The student will then continue with tier two check-ins with their ToR. If the student fails to meet the requirements of tier two, the ToR will give the student another week to get back on track. If the student still falls short of the requirement in tier two, then a second PIN is issued and the student moves to tier three. However, if the student is on tier two and shows improvement over the course of three weeks, then the student may be moved back to tier one.

Attendance

In our non-classroom based model, attendance is calculated two ways via work progress and daily engagement. Daily engagement is recorded daily in School Pathways. **Please Note:** If you are unable to take full attendance for any reason, please contact Nick Romo (Elementary Principal) or Lorrie Wood (Secondary Principal) and Cori McCook (Registrar). They will work together to ensure that attendance is properly recorded for each ToR for the LP.

Completion of PINs

It is the ToR's responsibility to fill out all PINs. PIN templates are located in the **Shared Drive**, in the **Dept. of Education Folder**, then **PIN Template Folder**. This year we are utilizing one PIN template that can be used for all types of PINs. Please read the directions carefully. Always make a copy of the template and save it to your drive before continuing with filling out the information. All general education PINs will be sent to Nick Romo (Elementary Assistant Principal) or Lorrie Wood (Secondary Assistant Principal) for review before being sent to the office staff. Any time a second PIN is issued, an AIM meeting will be required. In some cases an SST may be held in lieu of the AIM meeting to ensure the student is being supported adequately. The respective department will make this determination and will inform families for which meeting they should attend. PINs remain in the student file for the academic school year and start over each new school year. If a student receives three PINs in one school year, a third party review may be held by the AD of Education in conjunction with the parent, ToR, and an unbiased third party to see if independent study is in the best interest of the student. The determination is final and immediate. For students receiving special education, an IEP team meeting is required to be held following the issuance of a third PIN. Leah Vides (SPED Program Specialist) should be made aware of all PINs being issued to students with IEPs. Students with IEPs may not be referred to third party review until after the IEP meeting is held to discuss the impact of the student's disability.

Behavior Improvement Plans

Excel Academy will issue a Behavioral Improvement Plan for a student if they violate Excel Academy's behavioral standards. The consequence of violating these behavioral standards as outlined in the BIP, may lead to suspension or involuntary withdrawal from Excel Academy.

For students who commit violations such as dishonesty, cheating, disruption, and inappropriate language, a BIP will be issued with consequences individually designed to help restore the individual student back into good standing with the school. These include but are not limited to a family meeting with the Teacher of Record and Administration, reflecting on the violation, writing a letter of apology, rewriting an assignment in question, removal from extra-curricular opportunities, removal from the National Honor Society, and/or an in-school suspension.

For students who commit plagiarism, the first offense will result in a zero on the assignment until the behavior is corrected. For the second offense, the student will be removed from the class and will receive an F in the course. If a student earns an F in a course that is required for graduation, then they will be required to repeat this course for credit. Any subsequent offenses will be dealt with on a case-by-case manner.

Violations that may result in suspension or immediate involuntary withdrawal are included in the school's charter petition.

Excel Academy has reviewed Education Code Section 48900 et seq., which describes the non charter schools' list of offenses and procedures to establish its procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular instruction. This policy shall serve as EACS's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. EACS staff shall enforce disciplinary rules and procedures fairly and consistently among all students.

High School

HS Terms

Course Title: The course title is the general name recognized for what your student is taking, these are the required courses over the 4 years of high school.

Ex: CP English 9 A/B, CP Algebra 1 A/B, CP Biology w/lab A/B, CP Visual Arts, CP Spanish 1

- Course titles are what the state refers to when we must report which courses our students are enrolled in each year.

Class Name: The class name is specific to the class they are taking.

Ex: EDG English 9.

- Class names are what are shown on the report card and transcript giving a more specific picture to the students' educational journey.

Curriculum Content: The scope and sequence of a course. These contain the objectives and corresponding assignments for each unit and should align with the state standards.

HQT: Highly Qualified Teacher - Every teacher who holds a valid, single-subject credential is a highly qualified teacher. We use this same term to identify our lead high school teachers. The HQT team works diligently to provide expertise and up-to-date knowledge in high school subject content with a focus on aligning courses to current California standards. HQTs serve the ToRs in evaluating courses and curricula, providing feedback on samples, providing teacher training, and offering practical support as needed.

English – Forest Muther

Math – Wendy Pendergraft

Science – Kim Platler

Social Studies – Alin Vanciu

Spanish – Jill Walsh

VAPA – Alanna Desmond

Pacing Guide: A division of the curriculum content into monthly requirements to ensure that students complete the scope of the work in one school year. The curriculum content in SIS may serve as the pacing guide. ToRs need to download the CC from SIS, indicate work to complete per LP, make a copy, and share with the student and family.

Acceptable Samples: Student work that is acceptable to collect as monthly samples. These include:

- A unit test -strongly prefer that it comes from the publisher or course. All assessments must demonstrate high school-level rigor. Final determination on acceptance will be determined by the HQT.
- A final draft multi-paragraph essay or paper on a related topic. Paper must follow MLA formatting rules. Papers/essays are required twice a semester.

- A rough draft of an in-progress paper - a final draft is always preferred and cannot use final draft for future sample. ToRs need to ensure a final draft is completed.
- A lab write-up (science courses only) - must include title, intro/purpose, materials list, method, data, results, analysis, conclusion, and graphs or figures, if applicable. Refer to a [Lab Report Template](#). Labs are required twice a semester.
- A project/presentation showing significant learning and application.
- A book report with critical analysis - may not be a simple summary.
- A written copy of a student-written speech or an oral presentation.
- Answers to a section of chapter questions or a chapter review.
- A timeline or map that clearly reflects HS level work/detail.
- A reflective paper (VAPA).
- Another high school-level sample as agreed upon by ToR/parent/student in advance.

Pacing Guide Dates

Fall Semester – September 1

By 9/30/22	25% complete (4.5 weeks)
By 10/31/22	50% complete (4 weeks)
11/21-11/25	Thanksgiving break
By 12/06/22	75% complete (4 weeks)
12/23-1/6	Winter break, study for finals, and order spring classes
1/17-1/20	100% complete & online finals have been scheduled
1/23-1/27	FINALS last week of fall semester (1/17 - MLK Day)

Spring Semester – January 30

By 2/28/23	25% complete (4.5 weeks)
By 3/29/23	50% complete (4 weeks)
4/10-4/14	Spring break
By 5/03/23	75% complete (5 weeks)
5/30-6/2	100% complete & online finals have been scheduled
6/05-6/09	FINALS last week of school

Important Sample Due Dates:

Each quarter the following is due for the monthly sample - English essay, science lab, honors project. If the English and/or science course is an honors course, then only the honors project is needed for the monthly sample.

Quarter 1 work due - LP 3 - 11/18/22

Quarter 2 work due - LP 5 - 1/27/22

Quarter 3 work due - LP 7 - 3/24/23

Quarter 4 work due - LP - 10 6/2/23

Adding/Changing/Dropping Courses

Students adding, changing (including curriculum), or dropping a course can only do so within 10 school days of the start of the semester or within 10 school days of enrollment without penalty.

Dates: **Fall - 9/1/22 - 9/15/22 / Spring - 1/30/23 - 2/10/23.**

See below for further clarification:

- Courses dropped on or before the 10th school day will not show on the transcript.
- Courses dropped after the 10th school day in the first and/or second semester will receive a “W” on the report card/transcript.
- Courses dropped after 10/21/22 for fall semester or 3/24/23 for spring semester will receive a/an “F” on the report card/transcript.

Individual CCPs have their own refund policies. Please work with your ToR if you have any questions on this.

Understanding A-G

- [A Parent's Guide to A-G Requirements](#)
- [UC admissions requirements by subject](#)

A-G Protocol:

- 1) Every core high school is now considered A-G approved. Therefore, students must choose and complete course curricula from the High School Course Curriculum Catalog.
- 2) For students completing courses from an in-person provider, ToRs must verify that the corresponding course syllabus aligns with the Excel Academy approved CP coursework. This is because Excel Academy is the institution issuing the credits and not the provider.
- 3) For Master Agreements, the course names will be prefaced by CP, EDG, EDY (except ASL), FLV, LB, or TGS.

Community College Courses:

Students may request concurrent enrollment courses by following these steps:

1. ToRs need to ask if their students are planning on or hoping to take a concurrent enrollment course. This should happen at least twice a year, once prior to the start of school, and once prior to the start of the second semester.

2. ToR will discuss eligibility requirements which include the following: Students must have a minimum 3.0 GPA for academic courses or a 2.7 GPA for elective/vocational courses. Students must show college readiness in their respective core courses (ie. each community college sets their own prerequisites for determining high school eligibility).
3. School Counselors will only approve college-level courses which are defined as courses that will earn college credit and are either UC/CSU transferable or applicable to earning an Associate's degree or higher. Courses not receiving credit will not be approved.
4. ToR completes [Concurrent Enrollment Course Survey](#).
5. The High School Department either grants or denies approval for a student to take the requested community college course.
6. High School (9th-12th) students must be enrolled in at least 4 Excel classes (20 credits) per semester at Excel Academy to be considered eligible for concurrent enrollment at a community college. Students may take a maximum of 2 community college classes per semester while concurrently enrolled in Excel Academy. This may include one semester-length course and one interim session or two semester-length courses per semester.
7. Junior high school (7th-8th) students interested in taking community college courses are limited to math (PreCalculus or higher math) & world language. Please see the [Community College Handbook](#) for grade-level policy per community college.
8. Students must complete and sign the concurrent enrollment form obtained from the community college admissions office and submit it to the Excel Registrar's office (registrar@excelacademy.education). Please note: The turn-around time for concurrent enrollment approval is 3-7 days, depending on wet signature requirements.
9. It is the responsibility of each student to take this signed form back to their respective community college to submit and finalize registration.
10. It is also the responsibility of the student to know the community college's fees, registration, and deadline dates (information can be found on the college's website).
11. If a student's first choice is unavailable and/or if they are unable to register for courses, the student is responsible for informing their ToR and High School Counselor. In this circumstance, students **must** work with their ToR in either finding another course to add to their Master Agreement or removing the course from their schedule. **Students need to be aware that if they are unable to register for a late-start college course, then they will be required to enroll in a late-start accelerated high school course with Excel Academy.** If an additional community college course is chosen, student must complete and submit an additional concurrent enrollment form to reinstate the process.
12. Students must be aware and adhere to all college rules and regulations.
13. In order to confirm the course will transfer to the university of the student's choice, please consult with a Community College Counselor.
14. Per the Community College regulations, only 5% of Excel Academy students can attend a community college during the summer. Priority approval will be given to those needing courses to graduate.

15. Grades from any concurrent enrollment course will not be reflected on the Excel Academy transcript until the official college transcript has been received and verified. Upon completion of the college course, students are required to send an **official transcript** to the Excel Academy Registrar's office. Upon receipt, the high school transcript will be updated to reflect grades/credits earned. Please send all transcript requests to:

Excel Academy Charter School
ATTN: Registrar Department
1 Technology Drive, Ste. I-811
Irvine, CA 92618

Honors Courses Process & Requirements:

Honors courses are designed to be more in-depth, challenging, and rigorous. Students may take honors courses with prior written approval. The student may submit the course for approval, by following these steps:

1. ToR will discuss honors options with students and family
2. Student requests to register for an honors course
3. ToR completes [Advanced Course Request Survey](#)
4. HS department verifies eligibility for a student to enroll in advanced coursework
5. Honors courses require quarterly projects (see above dates)
6. ToR will assist students in meeting additional honors requirements
7. Students must meet the full criteria, or the course will not receive the honors designation
8. Honors credit will not be issued retroactively

AP Courses

Students may take AP courses through one of our online content and community providers with prior approval:

1. ToR will discuss AP options with students and family
2. Student requests to register for an honors course
3. ToR completes [Advanced Course Request Survey](#)
4. HS department verifies eligibility for a student to enroll in advanced coursework
5. ToR informs the student and family that the AP exam must be scheduled and completed through their local public high school. This should be done in early fall
6. Students take an AP exam through their local public high school in the spring

Additional Advanced Course Options

For students wishing to complete a year-long course in one semester (i.e. English 9 A/B) or two courses in the same subject simultaneously (i.e. English 9 A/B and English 10 A/B), they must choose an online curriculum from the High School Course Catalog or enroll in a concurrent enrollment course.

1. ToR will discuss advanced course options with student and family
2. Student requests to register for an accelerated course
3. ToR completes [Advanced Course Request Survey](#)
4. HS department verifies eligibility for a student to enroll in advanced coursework

5. ToR will aid the student in choosing curriculum that would work for this designation or follow process for concurrent enrollment

For students who are credit deficient, they may request to complete two courses in the same subject simultaneously (i.e. English 9 A/B and English 10 A/B) if summer school is not an option. They must choose a curriculum from the [High School Course Curriculum Catalog](#) with the exception of in-person provider courses.

Junior High students:

Junior High students wanting high school math (Algebra 1 or higher) and/or world language courses may be considered for these higher-level courses, by completing the following steps:

- 1) Student requests to take high school math and/or world language course/s with their ToR
 - 2) Complete the [Advanced Course Request Survey](#)
 - 3) HS department verifies eligibility for a student to enroll in advanced coursework
 - 4) The course(s) will be indicated on the Master Agreement for credits, not weeks
 - 5) Any student using any Algebra I curriculum MUST be enrolled in an Algebra I course for HS credit, and this MUST be noted on the MA
 - 6) Algebra 1 or higher math or world language are the only honors courses that a junior high student may take. Students must follow Excel Academy honors requirements for this designation. The GPA will not be weighted
- **Per the [CA Dept. of Education](#), junior high students who take Algebra 1 or higher math and/or world language courses are still required to complete courses in both the high school math and world language respective categories while in grades 9th-12th. Thus, high school-level courses taken in junior high do not count towards the 220 credits required for graduation.**

Sample Compliance:

- 1) Include the student's first name as it appears on MA - This can also be a nickname, if it makes sense. For example, Michael may appear on the MA, and Mike is fine for the sample. If the student's name is Jennifer and they write Carol, that will not work.
- 2) Include the full course title as it appears on the MA - Example Algebra 1 not math - if a teacher forgets the A or the B for a course, and the intended class is clearly evident, sample will be accepted.
- 3) Include the LP #.
- 4) Scan the document to make sure it is free of religious content. Content may include reference to religion only from an academic perspective.
- 5) Assignment must meet grade-level standards – readings must be high school level and work must reflect high school caliber.
Pro Tip: If you are unsure if the literature is high school level, try the following search tools (lexile.com, download apps such as Levelit or Literacy Leveler)

- 6) Grade the assignment – This should be done by the parent/teacher but must be completed by the ToR if the parent does not grade the assignment (ToR can override if they disagree - they have final say). Do not cross out the parent grade. Simply write the “teacher grade” alongside.
- 7) If the sample is an essay, written book report, science lab, or major project and earned an A, it needs a rubric to show the grading – see [rubrics](#) in specific folders in Shared Drive>HSD.
- 8) There must be some indication for why a student earned the specific grade. For example, if a student earns a B-, it needs to be clear why they received a lower grade. This can be accomplished through teacher comments.
- 9) Page numbers are not necessary. However, if the work on the sample appears to be an insufficient amount of work for a high school course, then note page $\frac{1}{2}$, for example.
- 10) Label all pages for work samples with more than one page (Name, LP, subject).
- 11) Assignment must show work (ie. math problems worked out, full sentence explanations for history and English).
- 12) Refer to the ToR Training Manual *Compliance* section for more details and the [Compliance FAQs doc](#) for answers to difficult and common questions.

The HQT team & their Role in Helping ToRs:

- 1) **Checking curricula** – HQTs will research to verify if new curriculum is acceptable to use. HQTs take into consideration the length of the curricula, the depth of the material, and how many hours for completion. The general rule is that each high school class should require about five hours a week. If a curriculum falls short of meeting the standards, the HQT team can help you find additional materials for a complete course.
- 2) **Checking state standards** – All curricula needs to adhere to the current CA state standards. The HQT for each specific subject will verify that the course closely aligns with the state standards.
- 3) **Checking monthly samples** -Every month the HQTs look at each uploaded high school sample to review for compliance and credibility. Each sample is either accepted or rejected. When you open SIS and notice a rejected sample notification, this is a notification that changes need to be made to the sample. Enter the sample section and click on the rejected sample. A note from the team will indicate what needs to be corrected. Please make the correction/s and reupload the new sample.
There is no need to email the HQT that your sample has been corrected.

ToR Responsibilities –

Each ToR is responsible for the following:

- 1) Helping new students [HS New Student Checklist](#)
- 2) Ensuring every student uses an approved curriculum from [HS catalog](#)
- 3) Filling out the [Course of Study Elementary Doc](#) or the [Course of Study Secondary Doc](#)
- 4) Adding course name to MA - [TK - 12th missing student classes/curriculum 21/22](#)
- 5) Bring the following to your first meeting: Curriculum Content for each course, copy of the [Plagiarism Academic Honesty Pact](#) for student to sign, [Parent Letter and Google Fact Sheet](#).
- 6) Creating a [Google Classroom](#)
- 7) Creating a pacing guide for each course

- 8) Weekly checking online course work; highlighting which items have been completed; identifying which items student plans to complete for the next month
- 9) Monitor monthly progress for both online and textbook courses.
- 10) Viewing a body of work and collecting multiple samples (may need as backup)
- 11) Ensuring that students submit two essays each semester to Google Classroom to run through the plagiarism checker. Additionally, two science labs are required each semester as monthly samples.
- 12) Discussing grades ~ current progress & anticipated progress – keeping a written log or gradebook
- 13) Providing support to [struggling students](#)
- 14) Identify any students working at a 70% or below on a [monthly progress doc](#).
- 15) Keeping written log of concerns in portal and creating a student support log (this will make any SST meeting much more successful and productive)
- 16) Students are required to take one CHYA course in junior high school and once when in high school. Parents can OPT OUT via email/letter. Place in SIS notes and archive.
- 17) Reviewing each sample for the following – proper heading, legible, enough work to merit a passing grade, no religious content, incorrect answers or work are marked accordingly, and an accurate grade with rubric when needed
- 18) Proctoring A-G online final exams in the fall and spring.

It is the ToR's responsibility to be checking in with HS students on a weekly basis. Specifically for online courses, it is important to view the 'score to date' which is the most accurate grade the student has in the course. Example: If a student is showing 87% as their current grade, but only completed 36% of a course, that just means their average grade on assignments is a B. However, if you add in the zeros for the incomplete work, the student would actually be receiving an F in the course. To sum up: The 'score to date' shows the actual grade with the zeros included.

Links for easy access to high school course information:

[HS Course Curriculum Catalog](#)
[A-G Courses](#)
[How to Handle Plagiarism](#)
[Google Classroom Instructions](#)
[High School Virtual Course Schedule](#)
[Excel Academy Charter School Handbook](#)
[Online CCP Price List & Ordering-22/23](#)
[Q & A HS Doc](#)

For more information on high school related items, please review the various folders in the HSD section of the Shared Drive before reaching out to the admin team for questions.

Shared Drive High School Folder

- [High School Helpful Hints Doc 22/23](#)
- Detailed list of documents found in the ToR Manual and in the Shared Drive - High School - HSD.

4 Year HS Plans

- Find your high school student by name
- 4-Year Plan Changes: Directions for ToRs

Advanced Courses

- AP options
- Honors requirements
- Alternate assignment options

Concurrent Enrollment

- Survey

CP Resources

- A-G/CP Courses Doc
- Curriculum Content
- Key Assignment & Syllabi
- Math sequence
- Science lab information
- Spanish workbooks
- Additional A-G information and docs

CTE/CAREER

- CTE flier and articles

Curriculum Approval Info

- Process for Submitting Curriculum Content

ETL Virtual Course Information

- All the ETL course syllabi
- ETL course schedule
- Virtual course behavior policy
- ETL teacher training docs

Final Exams

- Proctor schedule

Grading Guidelines/Rubrics

- Rubrics
- HS grading guidelines

HS Core Course Info

- English - customized course requirements/checklists; reading lists; study guides
- Science lab templates
- Math pacing guide
- Visual Arts class supply list
- VAPA customized requirements

HS Resources

- Assessments
- Helpful Hints
- Miscellaneous teacher docs

HS Samples/Compliance

- Low, mid, high sample examples
- LP sample compliance reminders

National Honor Society

- Survey
- Regulations
- Tracking service hours

New Students

- New student checklist
- What 20 days of learning looks like
- Curriculum ideas

Online Resources

- Online CCP Info
- Online CCP Price List & Info

Plagiarism/Google Classroom Info

- Academic honesty pact

Social Emotional Learning

- SEL weekly activities
- Feelings chart
- Well Nest Virtual Classroom

Struggling Students

- Support suggestions
- Student progress form

Surveys/Forms/Questionnaires

- ToR Survey for Advanced Courses

Webinars/PowerPoints/Flyers

- Past and present flyers and presentations

ASSESSMENTS

Assessment Section Overview

- Assessment Contents found in the ToR Manual and in the Shared Drive - Assessments - ASMT.
- Assessment Details (State and internal testing, proctoring, etc.)
- [Assessment Guide for Parents](#) - Share with parents at LP 1 - **The parents receive this document when they sign the MA, etc. However, since they are reading and signing so many documents at once, it is crucial for the ToR to review this document with every parent explaining how it applies to each student at various grade levels.**
- **Protocol for Opting Out - MUST READ before discussing assessments with parents**

Shared Drive Assessment Folder

Alternative Assessment Directions Folder

- Directions to administer alternative assessments in lieu of i-Ready

Assessment Folder

- Details pertaining to all state and internal assessments
- **Assessment Guide for Parents - Share with parents at LP 1**
- **Opt Out Protocol - MUST READ before discussing assessments with parents**
- Test Prep Information
- **CAASPP Test Security Form - Collect ONE per family - If testing in person**
- Testing Technology Loan Agreement

Goal Setting Folder

- Fall Goal Setting Student Form
- Spring Goal Setting Student Form
- Promoting Self-Efficacy and Goal Setting Across All Grade Levels PowerPoint

i-Ready Information Folder

- Directions for ToRs to get started with i-Ready
- Parent Tutorial
- i-Ready Certificates
- i-Ready Shared Doc. - used to add students, make edits, and indicate opt outs, etc.
- **ToR Documentation of i-Ready Completion- Must complete monthly**
- Letter to Parents Explaining i-Ready
- Directions to Administer the Alternative Assessments
- FAQ - i-Ready Accessibility

K/1 Benchmark Assessment Folder - in lieu of i-Ready

Fall and spring assessment directions, assessments, answer keys, and word count per minute chart

Math Placement Tests Folder

- Algebra and Geometry Placement Tests - administered by the ToR

PFT Folder

- Directions for administration of the PFT by the ToR
- Data Collection Sheet
- PFT Fillable Form - shows exercises and can be provided to parents

Report Card Folder

- Grading Scales
- ToR Directions
- FAQ
- Progress Reports
- Sample Completed Progress Report
- Fall and Spring Letters to Parents
- How to Create a Report Card

ToR Student Tracking Spreadsheet Folder

- ToR Student Tracking Spreadsheet - **HIGHLY ENCOURAGED TO UTILIZE - MAKE A COPY FIRST!**

TK-5 Students - REQUIRED for students in grades TK-5

Report Cards

Report cards are required for students in grades TK - 12. Please have the necessary discussions with parents prior to grading so parents are aware of the grades prior to receiving the report card(s). The grades administered on the report card are final, as determined by the ToR and the administration. Please refer to the *Grading Scales* document (included in the handbook and shared assessment folder) and the directions for administering grades.

Grading Scales

TK-5 Students

The 4 – 1 grading scale that Excel Academy implements will give parents a clear understanding of student performance and progress.

4 Exemplary – Student consistently demonstrates an in-depth understanding of the standards, concepts, and skills taught during this reporting period. Student is working above grade level and produces outstanding work with little help or reteaching.

3 Proficient: Student consistently demonstrates an understanding of the standards, concepts, and skills taught during this reporting period. Student is meeting grade-level expectations, and able to complete assignments with appropriate amount of instruction and assistance.

2 Approaching Proficiency: Student is approaching an understanding of the standards, concepts, and skills taught during this reporting period. Student is working towards grade-level expectations. Student requires many tools and reteaching to understand concepts being taught, works at a slower pace, or works slightly below grade level at a faster pace.

1 Non-proficient: Student does not yet demonstrate an understanding of the standards, concepts, and skills taught during this reporting period. Student is working far below grade-level expectations. Student may have difficulty understanding new concepts.

***Please understand that a student who earns a “3” is at grade level and is where he/she needs to be working at this time. A student who earns a “4” is working**

above grade level and consistently provides excellent work in all areas of the course.

Grades 6 – 12

Students in grades 6 through 12 will earn grades using the standard A-F scale (see below). Grades will be specific to the grading scale.

*Outstanding performance in mastery of the subject. Achievement of superior quality.

98 - 100 = A+

93 - 97 = A

90 - 92 = A-

*Consistent performance in achievement beyond the usual requirement. Achievement of high quality.

88 - 89 = B+

83 - 87 = B

80 - 82 = B-

*Performance meets grade-level standards and expectations. Achievement suggests sufficient understanding of the subject/course.

78 - 79 = C+

73 - 77 = C

70 - 72 = C-

*Minimally acceptable performance of course-level material. Achievement suggests below-average understanding.

68 - 69 = D+

63 - 67 = D

60 - 62 = D-

*Achievement is at a level insufficient to demonstrate an understanding of the basic elements of the course and will not count towards graduation requirements.

59 and below = F

*****Students taking online A-G courses or Community College courses will be graded by the instructor teaching the course**

OPTING OUT OF STATE TESTING

As TORs and representatives of a state funded charter school, we want to discourage parents from opting out students from testing, and emphasize the positive aspects of test taking. Please refer to the information provided below to help you address this subject if necessary.

Q: Are there specific forms approved for opting out?

The answer is **NO**. There are many created forms found online, but there is not an official form for opting out of state testing.

Q: As employees of Excel Academy, why is it important to encourage state testing?

The state has issued a mandatory 95% participation rate for state testing. It is our role as teachers to encourage and educate our families to participate in testing. Opting out of state testing cannot be an option. Effective during the 21/22 school year, if CAASPP participation rates fall below 95%, our charter school will suffer significant penalties when it comes to reporting the school's performance measurement. Students who do not participate in testing will ultimately be assigned the lowest scale score possible which will hinder the overall performance score of the school. Charter Schools who are designated as low performing are subject to non-renewal. At Excel Academy, our priority is always our students and sustaining longevity in the incredible model we offer to our families. We want to work together to continue to provide a one of a kind top notch educational experience for our students.

Q: What can we share with parents to encourage participation in state testing?

We must let parents know that instructional funds and our charter are dependent upon participation in state testing. State testing is the primary way data is gathered to show stability and growth in a school. **Without data and accountability, districts do not want to hold a charter; therefore, Excel Academy could be at risk.**

Please reiterate the following message to parents/guardians.

Effective during the 21/22 school year, if CAASPP participation rates fall below 95%, our charter school will suffer significant penalties when it comes to reporting the school's performance measurement. Students who do not participate in testing will ultimately be assigned the lowest scale score possible which will hinder the overall performance score of the school. Charter Schools who are designated as low performing are subject to non-renewal. At Excel Academy, our priority is always our students and sustaining longevity in the incredible model we offer to our families. We want to work together to continue to provide a one of a kind top notch educational experience for our students.

Excel Academy is successful in making testing a fun and positive experience for the students and the parents. We want to encourage and support parents and assure them that there is nothing to be afraid of. We must be very mindful of our delivery and attitude and how much that will influence the decisions our parents make. If a parent is negative about state testing, ask the parents what their concerns are and work to address them through understanding, compassion, and education.

- Share with parents that testing is an important life skill.
- Results from testing can be helpful in guiding curriculum choices and instruction.
- Parents have the right to choose if they want to share the test scores with their student(s).
- The experience of test taking is important.
- In person testing - TBD - More than likely we will remain virtual.
 - The testing sites are safe, and our students are monitored and supervised by our credentialed teachers and staff in and out of the testing rooms, outside of the restrooms, and in the snack area.
 - Parents are welcome to stay at most of the testing locations outside of the testing rooms, and can carpool to the designated locations.
- The state requires 95% participation in state testing or Excel's charter could be at stake.
- The state provides the funding for Excel Academy's charter which is passed down to Excel families through instructional funding. Without a charter, our families would not have the instructional funding to enhance their students' education through purchased curriculum, materials, and vendor courses.

Q: Is there a consequence for students who do not participate in state testing?

Although it is the parent or legal guardian's right to opt out of state testing, as a public charter school, Excel Academy is required and legally has the right to request data for all students to show academic growth and progress.

If testing is in person, participation in an alternative assessment *at the testing location* for the required two days will need to be enforced. If testing is virtual, ELA and math testing will be separated over two set sessions.

*****IMPORTANT*****

When do we mention the alternative assessment to state testing to parents who want to opt out their student(s) from state testing?

The alternative assessment can only be suggested if a parent strongly refuses participation in the state assessments AND is starting the opt out process described below.

1. **DO NOT mention the alternative assessment prior to having parents understand the importance of state testing.**
2. **We DO NOT want our Excel Academy families to choose the alternative assessments in lieu of state testing.**
3. **Excel Academy DOES NOT receive participation credit from the state of California for these internal assessments.**
4. **CAASPP results are reflected on the state's dashboard, not internal assessments.**

Parents who decline the alternative assessments are to be notified that their student(s) will earn a PIN for EACH assessment that is not completed.

What is an alternative assessment?

- An alternative assessment will be issued in both math and language arts.
- The paper pencil assessments will cover grade level standards and will be multiple choice and some fill in completion.
- The assessments will be completed and graded, and parents will be notified of the scores. Parents will not receive copies of the assessments, as these tests are the property of Excel Academy.

Where do students take the alternative assessments?

If in person testing takes place, parents of students taking the alternative assessments will register as they would if their students were taking the state assessments. They would choose a testing location and two dates to attend (one for math and one for language arts). **STUDENTS WILL NOT BE ALLOWED TO TAKE THESE ASSESSMENTS AT AN LP MEETING OR ANOTHER LOCATION. These students will be treated equally to those who are taking the state assessments.**

If virtual testing resumes, ToRs will set two Zoom sessions to test their students in ELA and math.

Does the TOR need to notify the Director of Assessment and Accountability if a student is opting out of the state assessments, but has agreed to take the alternative assessments?

Yes, the Director of Assessment and Accountability will need to be informed by the ToR that the student is taking the alternative assessments either at the specific location (in person) or via Zoom (virtual) and the specific dates to ensure that the Director of Assessment and Accountability provides the assessments on time.

Can a student earn a PIN for NOT participating in state testing?

We cannot issue a PIN for a student who does not participate in state testing because parents have the legal right to opt out. **HOWEVER**, because Excel Academy has the legal right to assess students “in house” and collect data showing progress and growth, and is required to do so by the Governing Board and districts holding our charters, we can issue a PIN for each day the student does not show up to one of the designated testing locations to take the alternative assessments. **Students can earn two PINS for not participating in both language arts and math alternative assessments at the testing locations or virtually.**

Example - A PIN will be administered if a student does not take the math alternative assessment. A PIN will be administered if a student does not take the language arts alternative assessment.

Will PINs be given to students who are “no shows” at testing and make-ups?

Yes, this policy will also hold true for students who are “no shows” at testing and make-ups.

What are the proper steps to handle parents who insist on opting out of state testing?

Parents will need to follow the opt out process AFTER the ToR has tried to encourage participation AND has explained the alternative assessment.

All parents of students who opt out of state testing will need to complete the following steps to submit an opt out notification to Excel Academy’s Director of Assessment and Accountability. (Including parents of students who choose to have their students participate in the alternative assessment.) These opt out letters will be filed in case of an audit.

If the family is persistent about opting out, inform the parent that a letter **MUST** be submitted via email to the Director of Assessment and Accountability.

Letter **MUST** include:

- Student(s) names
- Grade level(s)
- Parent Name
- Waiving - **ALL** CAASPP testing (SBAC Math, SBAC ELA & CAST Science for grades 5, 8, or grade level determined by the state of California) **OR PART** of testing and **MUST SPECIFY** which test(s)
- Include whether or not the student will be taking the alternative assessments in lieu of state testing at a designated testing location (if in person) or via Zoom (if virtual).

Please reach out to the Director of Assessment and Accountability if you have any questions. **As the TOR, it is your responsibility to share all aspects of testing with your families,**

including the PIN policy, prior to the Director of Assessment and Accountability contacting the families.

State and Local Assessments (CAASPP, ELPAC, PFT, and i-Ready)

Standardized Testing

The California Assessment of Student Performance and Progress (CAASPP) is the state-mandated academic testing program. All charter schools are required to administer the CAASPP as well as other state-mandated assessments such as the ELPAC and PFT (Ed. Code, § 47605(c)(1)). CAASPP is a system intended to provide information that can be used to monitor student progress on an annual basis and ensure that all students leave high school ready for college and career. Following the spring of each year, individual student test score reports are provided to parents. Student score reports will include an overall score and a description of the student's achievement level for English Language Arts (ELA) and mathematics.

In California, parents may opt out of state mandated academic testing by submitting a written request to the school each year, but this only applies to the state mandated assessments. *We do not recommend opting out.* There is no law permitting a parent to opt out of the school's internal assessments, and therefore, students are required to participate in all internal assessments. **Every ToR MUST read the document titled Excel Academy - Protocol for Opting Out of Assessments 22-23- ASMT located in the shared drive under assessments.**

Charter schools exist in a performance-based accountability system where they are held accountable for student academic performance. In fact, a charter school cannot continue to exist without collecting data on students' performance on a variety of assessments and indicators. When a charter authorizer is evaluating whether to revoke a school's charter, or to grant a school's charter renewal petition, "increases in pupil academic achievement" is the most important factor in the decision. (Ed. Code, §§ 47607(c)(2) , 47607(a)(3)(A).) Therefore, it is important during the revocation and renewal processes for a school to gather as much positive academic achievement data as possible to show progress in student performance. Evaluating graduation, attendance, suspension, and English Learner (EL) reclassification rates are also ways to show student progress. However, student participation and performance on state mandated assessments is by far the most common and used method, and results are indicated on the California School Dashboard and System of Support. The Dashboard is a powerful online tool to help districts and schools identify strengths and weaknesses and pinpoint student groups

that may be struggling (<https://www.cde.ca.gov/ta/ac/cm/>). Your student's participation in state mandated assessments is highly encouraged and recommended. **Please remember that results and attendance from all state tests are directly tied to school funding per recent LCFF legislation and are an integral part in maintaining partnerships with our chartering school districts.**

If you have any questions, please contact Excel Academy's Director of Assessment and Accountability, Jenny Craig at jcraig@excelacademy.education.

English Language Proficiency Assessments for California (ELPAC)

The English Language Proficiency Assessments for California (ELPAC) is aligned with the 2012 California English Language Development Standards. The ELPAC consists of two separate assessments: one for the initial identification of students as English Learners (ELs) and a second for the annual summative assessment to measure a student's progress in learning English and to identify the student's level of ELP (cde.ca.gov).

- Grades K-12
- English Learners only
- Test Administration
 1. Initial Identification - When student enrolls with Excel Academy - Dates and Locations TBD (Assessment will be administered by trained proctors.)
 2. Annual Summative Assessment - Beginning in February
- Results are provided by the California Department of Education and sent to the school. Once received, parents will receive a letter explaining student score reports.

English Learners (ELs)

ELs are targeted for ELPAC testing when the Home Language Survey indicates that their primary home language is a language other than English and are tested during the school year.

- Excel Academy students are in an English Language Mainstream academic program with an English Language Development (ELD) Support Curriculum. The mainstream curriculum is taught and/or supported by CLAD certified teachers and includes vocabulary and visual thematic-based support. ELs are accommodated within this curriculum by providing multiple opportunities to demonstrate mastery on all assessments, including writing assignments.
- Progress in their assigned ELD curriculum is monitored weekly by the ToR. Excel Academy requires students to participate in both synchronous and asynchronous instruction for a total of 150 minutes each week. **Questions pertaining to ELD curriculum can be directed to Tamara Murphy, Intervention Coordinator.**

- Both the parent, as the primary educator, and the ToR are responsible for ensuring adequate progress through the ELD curriculum.

Criteria for Reclassification to Fluent English Proficient (RFEP)

In order to be reclassified to Fluent English Proficient (FEP) and exit the EL program, students must meet the following criteria:

- Minimum ELPAC overall score of 4
- Teacher Evaluation
- Parent Approval
- CAASPP - Smarter Balanced and/or Local Assessments (i.e. i-Ready) can also be used in determining student readiness for redesignation

CAASPP - California Assessment of Student Performance and Progress

California Science Test (CAST) – Computer Based Assessment

- The California Science Test (CAST) is an online test based on the California Next Generation Science Standards (NGSS).
- Participation in the CAST is required for all students in grades five and eight and for the pre-selected high school grades.
- All local educational agencies (LEAs) with eligible students in grades five and eight will administer the CAST. LEAs with eligible students in high school (i.e., students in grades ten, eleven, or twelve) will be pre-selected to participate in the spring assessment. The CAST uses the current California Assessment of Student Performance and Progress test delivery system and will only be administered online (www.caaspp.org).

Smarter Balanced Assessment Consortium (SBAC) – Computer-Based Test

With new state standards, students are working harder, thinking more critically, and applying their learning to the real world. To measure these new standards, educators from states using Smarter tests have worked together to develop new, high-quality tests in English and math for grades 3–8 and 11. Using computer adaptive technology, the tests are customized to every student (smarterbalanced.org).

- Grades 3 - 8 and 11
- ELA and Math – Computer Adaptive Tests (CAT)
- ELA and Math – Performance Tasks (PT)
- CAASPP - SBAC spring testing - Dates and Locations TBD
- Registration for the SBAC ELA/MATH/CAST will take place online. Information will be emailed to parents in February.
- At testing sites, whether in person or virtual, cell phones are highly discouraged, and *no* electronic devices are allowed during testing, including smart watches.

- Parents are notified when students have completed testing by a proctor at the site.
- If testing is in person, parents are welcome to stay in the waiting area at most sites, but are not allowed in the testing rooms.
- Technology usage by students is prohibited in the designated testing areas.
- Photo ID may be *required* at pick-up.
- Siblings picking up students MUST be old enough to have a photo ID and must be identified at the time of check-in.
- Students may bring water and lunch to testing in a clear bag. Backpacks are not allowed.
- Students will be encouraged to take breaks during testing (i.e. restroom and snack breaks).
- Parents MUST review this information with their students.

Student Testing Participation Requirement

All students currently enrolled in Excel Academy are required to participate in the aforementioned tests (where applicable). Failure to participate or satisfy the above requirement with alternative paper-pencil assessments will result in Progress Improvement Notifications (PINs) being issued to the student. Please refer to Excel Academy's Progress Improvement Notification Policy and Opt Out Protocol document in the ToR manual. [ToRs will need to reach out to the Director of Assessment and Accountability to issue a PIN. Once approved, the ToR will follow the guidelines of administering a PIN.](#)

Smarter Balanced Assessment Consortium (SBAC) and California Standards Tests (CAST) for Science

Please refer parents to the *CAASPP Practice Tools for Students* document located in this manual, as well as the parent and student handbook and Excel's website. All ToRs should provide this document to their families prior to testing.

Please note that some of the practice tests do not provide answers or a score; however, it does provide your students with the experience of navigating through a sample test session, which is important to practice.

There are four major types of questions that students may see: multiple choice, multiple response, short answer, and performance assessments. Encourage your families to explore and discuss the practice tests with their students.

Additional Resources:

- Test Practice for Common Core (by the grade level) Barron's Core Focus Workbook - Language Arts and Math combined
- Critical Thinking Test Taking Practice for Math (by grade level)
- Spectrum Test Prep - (Updated and revised for grade levels)

Physical Fitness Test (PFT) – California

The Healthy Fitness Zone standards are available on the California Department of Education Physical Fitness Test FITNESSGRAM: Healthy Fitness Zone Charts Web page. <http://www.cde.ca.gov/>

OPTING OUT OF REQUIRED ASSESSMENTS

Can parents opt out of the Physical Fitness Test (PFT) according to the California Department of Education?

The answer is no. There will not be an alternative assessment given in lieu of the PFT; therefore, the student will earn a PIN for not participating.

The general opt-out provision of California Education Code Section 60615 does not apply to the PFT. There are a limited number of allowable reasons for not participating in parts or all of the PFT (e.g., medical excuse, student with disabilities); therefore, most students cannot be excused from the PFT.

Can parents opt out of the ELPAC?

The answer is no. EL students will continue to be classified as English Learners until they pass the ELPAC as Reclassified Fluent English Proficient (RFEP).

Can parents opt out of i-Ready benchmark diagnostic assessments? The answer is yes, HOWEVER, ToRs need to discourage opting out of the i-Ready benchmark assessments because the data provided is valuable for the progress and growth we want our students to achieve. i-Ready provides data that will assist with course planning, curriculum and materials, SST evaluations, IEP evaluations, and data that can be shared with the Governing Board and districts holding Excel Academy's charters. **If a student opts out of i-Ready and does not complete the assigned alternative assessments in ELA and math, a PIN will be administered.**

Are there alternative assessments that ToRs need to offer if parents opt out their student(s) from taking the i-Ready benchmark assessments?

YES! If parents choose to opt out of the i-Ready benchmark assessments, alternative paper pencil assessments in reading and math MUST be offered to avoid earning a PIN.

One PIN will be administered if a student does not take both required assessments (either i-Ready or alternative paper pencil assessments) during the set testing windows.

Who administers the paper pencil alternative assessments?

The ToR will administer the paper pencil alternative assessments.

What is the process to obtain the paper pencil assessments?

The ToR will need to notify the Director of Assessment and Accountability and request the paper pencil assessments through a shared Google document.

- name(s) of student(s)
- grade level(s) of student(s)
- reason for not taking the i-Ready benchmark assessments

The Director of Assessment and Accountability will email the assessments to the ToR and the ToR will make arrangements to proctor the tests in person or virtually at an LP meeting or another time and location.

Who will grade the alternative assessments?

Directions for administering and grading the alternative assessments are located in the shared assessment folder.

The ToR will be given the answer keys to the assessments provided by the Director of Assessment and Accountability . A grading template will be shared with the ToR to complete and provide to the parents.

ToRs of EL students will need to provide the results on the shared spreadsheet, as well as to Jenny Craig, Tamara Murphy and April Saade will need to be informed of any student who falls below grade level and is in need of support and interventions.

*****IMPORTANT*****

The alternative assessments do not provide the same level of feedback and results as i-Ready. Although the alternative assessments will provide necessary grade level information, i-Ready benchmark assessment results provide a greater, in-depth understanding of the students progress and gaps seen across grade levels due to the fact that i-Ready tests are adaptive diagnostics, and result in individualized lessons to assist students further.

Furthermore, ToRs should highly encourage their students to complete the individualized i-Ready lessons.

Assessment Guide for Parents

ToRs are responsible for providing a copy of the *Assessment Guide for Parents* (included in handbook) to each family at the first LP meeting. This form shows the tests that are required at each grade level. *****Parents/guardians will DocuSign this document along with other essential forms; however, it is important to review the assessments in person.**

- The ToR will indicate the students' names next to their grade levels and highlight the required assessments.
- One copy per family.
- Parents must sign the form indicating they have been notified of the required assessments.
- This document is a great tool for parents to refer to and begin a conversation about assessments. The parent will take the signed copy home.

Testing Resources

For additional information regarding assessments, please refer to Excel Academy's website under *Our Academy* and *Assessments*. For **CAASPP AND ELPAC practice tests**, please refer to *Parent Tools* and *Assessment Resources*. Excel Academy provides the following resources to students:

- Online practice tests links
- EACS created grade level paper pencil assessments in ELA and math
- Virtual test prep sessions

CAASPP Testing Security Form - If testing in person

ToRs must have each family complete one *CAASPP Testing Security Form* once families have registered for state testing. This form will be kept at the testing location in case of an emergency.

- The Director of Assessment and Accountability will notify all ToRs when the forms are due.

Proctoring of State Assessments

Virtual Testing:

ToRs are highly encouraged to work with other ToRs to create virtual testing sessions that are flexible and offer students choice in terms of available times. Multiple sessions over the course of the testing window should be offered to best meet the needs of all students. ToRs are 100% responsible for ensuring the completion of their students assessments.

In Person Testing:

Each year, Excel Academy participates in state testing at various locations throughout Southern California. The Director of Assessment and Accountability works to organize testing locations and a proctoring schedule that best meets the needs of all students. For this reason, it is essential that we have ToRs working together to assist our students. Depending on the number

of students registered for the testing sites, Excel Academy teachers will be assigned proctoring days based on student needs. While we try to place teachers at the closest locations to their homes, there will be times when teachers will need to drive quite a distance to proctor at various locations. We try to inform everyone of these location assignments well in advance, in order to allow for scheduling and childcare arrangements.

While we completely understand that sickness is out of the control of the teacher, and a teacher may be sick on an assigned proctoring day, it is the responsibility of the teacher to find someone to take his/her place. In addition, the teacher will need to take a sick day in Paycom and also proctor on another date to make-up for the missed proctoring day. If the teacher is unable to swap proctoring dates with another colleague, please note that the make-up proctoring day may or may not be at the same location, and could possibly be during make-up testing. The Director of Assessment and Accountability will do their best to place the teacher where they feel is necessary and in the best interest of the students. Make-up testing days will be scheduled once the coordinators solidify the number of students needing to test and the locations for testing. State testing is indeed a positive experience and would certainly not be as successful without the support of our Excel Academy Team.

- **Physical Fitness Test – California**

The PFT provides information that can be used by (1) students to assess and plan personal fitness programs, (2) teachers to design the curriculum for physical education programs, and (3) parents and guardians to understand their children's fitness levels. The program also provides results that are used to monitor changes in the physical fitness of California students. By law (Education Code (EC) Section 60800 public schools are required to administer the PFT annually to all students in grades 5, 7 and 9 (cde.ca.gov).

- [Grades 5, 7 and 9](#)
- [Dates vary in February through May](#)
- The PFT is administered by the ToRs. ToRs will provide Excel Academy's Director of Assessment and Accountability with the results for each student tested. A data collection form will be provided prior to testing.
- Accommodations for Special Education students will be outlined in their IEPs or 504 Plans.
- If a parent states a student needs additional support, the ToR will need to notify the Director of Assessment and Accountability to verify accommodations.

Testing Includes:

1. Aerobic Capacity – One Mile Run
2. Abdominal Strength and Endurance – Curl Up
3. Upper Body Strength and Endurance – Push Up
4. Trunk Extensor Strength and Flexibility – Trunk Lift
5. Flexibility – Shoulder Stretch

6. Recording of Height and Weight

PFT Collection Data Sheet

ToRs are responsible for administering the PFT assessment to the students on their individual rosters in grades 5, 7, and 9. Specific details will be provided to all ToRs by the Director of Assessment and Accountability in advance in order to begin preparation for testing.

Please plan a day and location (i.e. convenient park) to assess your students' ability to run a mile, to do curl-ups, trunk lifts, push-ups, and the shoulder stretch. **ToRs may not assist the students on any of the exercises. This includes holding feet down during curl-ups. All exercises MUST be completed solely by the students. In addition, parents are not allowed to test the students or assist with testing while students are taking the PFT assessment.** Please refer to the *PFT Fillable Form* (included in the handbook and shared drive under Assessment) for you to see the directions for each individual exercise. Please remember to bring a ruler to measure the trunk lift, make a strip of paper for students to use as a marker for their hands for the curl-ups, and a stopwatch to record the minutes and seconds for the mile. **You do not need to document anything on the *PFT Fillable Form*. Please email it to your families, so they can see each exercise and can practice at home in advance. Your documentation will be on the *PFT Collection Data Sheet*.** ToRs will document the information for each student on this sheet and email the document to the Assistant Director of Assessment and Special Programs.

The Director of Assessment and Accountability will keep the ToRs informed regarding the testing window and due date for the *PFT Collection Data Sheet*.

Recommendation - Try to buddy up with a few other ToRs to test your students together. The experience is even more enjoyable when you are working with others to create a low-key, positive environment for your students. For instance, in the past, groups of ToRs held the PFT at a nearby park on a designated weekday and everyone worked together to assess students. It's a great idea to go early and map out the one mile run.

When you are emailing your families about your specific testing date and location, please make sure to ask the families to be on time and have each student prepared with running shoes, a water bottle, a towel or an exercise mat (only if the student already has one), and comfortable, breathable athletic attire.

i-Ready Benchmark Assessments – Computer Based Tests - (K-11)

i-Ready benchmark assessments are adaptive diagnostic tests that will indicate mastery and identify learning gaps in students K-11. This particular assessment will be given in the fall to provide ToRs and parents pertinent knowledge to assist with academic support and guidance, mid year to those who are in the WIN program and want to retake the assessments, and in the spring to determine growth and goals prior to state testing.

- Test Administration –

We will no longer be looking at the *beginning of the year view* for the first benchmark assessment that begins on the first day of school.

Instead, we will only look at the *standard view*. When we report our data, the data reflected is always in *standard view*. ***Although there are paper pencil assessments in lieu of i-Ready for students in grades K-11, PLEASE encourage ALL of your students to take the i-Ready assessments and utilize the personalized lessons (available for grades K-8). The i-Ready data that is collected is essential for telling our story to our stakeholders, on the LCAP, etc.

Benchmark Diagnostic #1 - FALL

- All students in grades K-11 are required to take the i-Ready benchmark assessments (ELA and math).
- ToRs will proctor students virtually!
- IF a student has specific accommodations outlined on the IEP/504 AND the SPED team/504 Coordinator deems it appropriate for the accommodations to be applied to the i-Ready assessments, the ToR MAY need to proctor the student in person.
- The results shared with the parents/students will be in *standard view* only!
- **Please see the Intervention section for WIN and Shoreline student identification.
- ALL students need to be encouraged to complete the personalized i-Ready lessons that are provided upon completion of the ELA and math assessments.

Benchmark Diagnostic # 2 - WINTER

- ONLY students who are in WIN (falling into tiers 2 and 3 on benchmark #1) and identified as Shoreline will be required to take the second benchmark assessment.
- This will give WIN and Shoreline students an opportunity to test out if they have made sufficient progress. See the Intervention section for details.
- ToRs will ONLY proctor students on their rosters who are WIN or Shoreline students, unless a tier 1 student chooses to retest.

- The results shared with the parents/students will be in *standard view* only!

Benchmark Diagnostic #3 - SPRING

- All students in grades K-11 are required to take the i-Ready benchmark assessments (ELA and math).
- ToRs will proctor students virtually!
- IF a student has specific accommodations outlined on the IEP/504 AND the SPED team/Intervention Coordinator deems it appropriate for the accommodations to be applied to the i-Ready assessments, the ToR MAY need to proctor the student in person.
- The results shared with the parents/students will be in *standard view* only!
- **Please see the Intervention section for WIN and Shoreline student identification.

Important -

- Newly enrolled students will be required to take the i-Ready assessments immediately upon enrollment.
- ToRs will provide the student's score report/data to parents once students have completed both reading and math assessments.
- ToRs will encourage their students to consistently complete the individualized lessons.

*****Alternative paper pencil assessments are available for students in K-11 who opt out of taking the i-Ready assessments. PLEASE ENCOURAGE i-READY TESTING!**

Final Examinations of Online Courses

All students taking online courses with final exams that require proctors, will be given the exams in person. They will be administered by appropriate Excel Academy Staff in the fall and spring where applicable. Please reach out directly to the High School team for specific details.

Intervention

WIN Program, SSTs, ELD, 504 Plans, IEP Requests
Homeless/Foster/Mobile Youth, Retention/Acceleration

Due Diligence

As a Teacher of Record, it is your responsibility to ensure that students are supported and progressing adequately. It is critical that you consistently monitor your students' academic, social, and emotional needs. It is critical that you reach out for additional support when necessary.

Who to Contact for What

Assistant Director of Intervention: April Saade, assade@excelacademy.education
Intervention Coordinator: Tamara Murphy, tmurphy@excelacademy.education

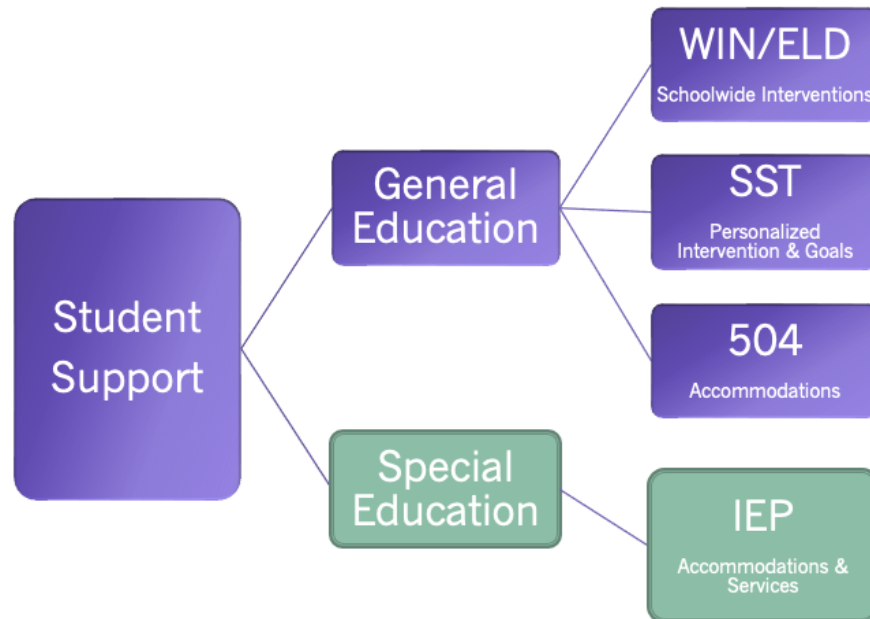
● **Elementary TK-6**

- WIN Program TK-6: Tamara
- Concerns, Support & SSTs TK-6: Tamara
- English Learners TK-12: Tamara
- Translation & Interpretation TK-12: Tamara
- 504s Plans TK-12: April
- NEW SPED Referrals TK-12: April
- McKinney-Vento (Homeless, Foster, Mobile Youth) TK-12: Tamara
- Retention & Acceleration TK-12: April
- Other/Unsure TK-6: Tamara

● **Secondary 7-12**

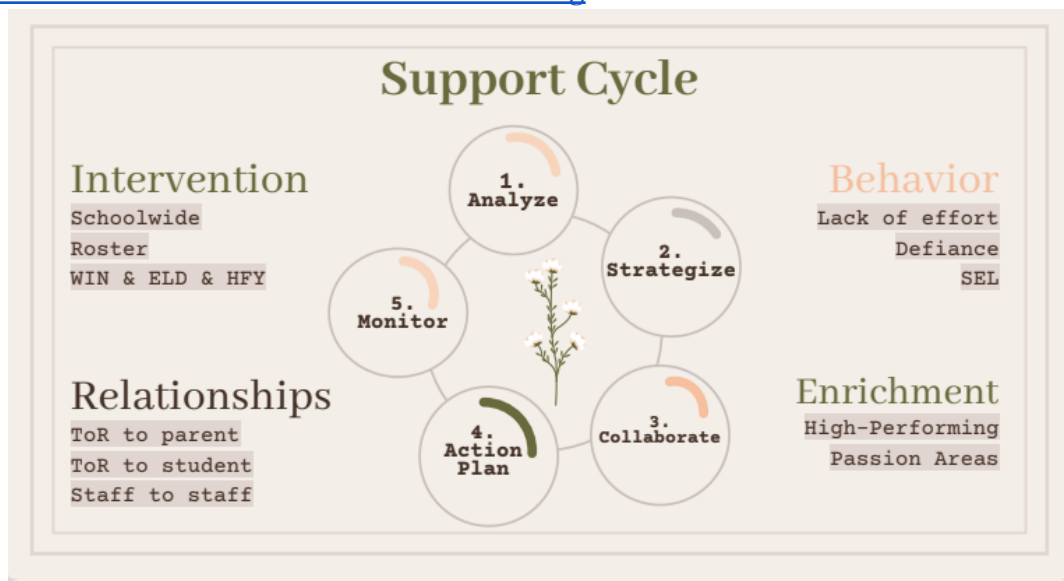
- WIN Program 7-12: April
- Concerns, Support & SSTs 7-12: April
- English Learners TK-12: Tamara
- Translation & Interpretation TK-12: Tamara
- 504s Plans TK-12: April
- NEW SPED Referrals TK-12: April
- McKinney-Vento (Homeless, Foster, Mobile Youth) TK-12: Tamara
- Retention & Acceleration TK-12: April
- Other/Unsure 7-12: April

Types of Student Support



Support Cycle

The Support Cycle may be used to address challenges in any area. Most often it is utilized with students, yet it may be helpful to implement with families and staff members, as well. Please see [Using Data to Make Decisions for Student Learning](#) for detailed information.



WIN Intervention Program (What I Need)

TK-6 Intervention Coordinator: Tamara Murphy, tmurphy@excelacademy.education
7-12 Assistant Director of Intervention: April Saade, assade@excelacademy.education

Who:

WIN students are identified by i-Ready diagnostic scores. Students can test into and out of the WIN program with each test (Fall, Mid-Year, Spring). Students required to participate in the WIN program are indicated below:

- Overall score (*standard view*) is **RED AND BELOW 8th grade**
- Overall score (*standard view*) is **YELLOW AND BELOW 50th percentile (National Norm) AND BELOW 8th grade**

What:

- The *WIN Program* is targeted, academic intervention and progress monitoring. Monthly plans are outlined in the [WIN Math Plan](#) and [WIN Reading Plan](#).
- The WIN program may also include [WIN Live](#) small group instruction. Students are selected by the Intervention Department.

Why:

- As educators, it is our due diligence & our moral imperative to ensure that each student can access grade-level standards.
- The state of California requires every public school to have a *Multi-Tiered System of Supports (MTSS)* in place to help at-risk students reach state standards and make adequate academic progress. (<https://www.cde.ca.gov/ci/cr/ri/>)

Important:

All parts of the WIN program are REQUIRED per the *Acknowledgment of Responsibilities* signed in the Master Agreement. Therefore, Parent, Student and ToR participation is required. It is the ToR's responsibility to ensure it is done. If students or parents do not participate in the WIN Program they may receive a PIN (Progress Improvement Notification).

Student Success Team (SST)

Process, Forms, & ToR Responsibilities

TK-6 Intervention Coordinator: Tamara Murphy, tmurphy@excelacademy.education
7-12 Assistant Director of Intervention: April Saade, assade@excelacademy.education

An SST (Student Success Team) is a problem solving group that meets to develop strategies and

interventions to assist students with academic, attendance, behavioral, &/or social-emotional challenges. Please refer to the [Pre-SST Resources](#) & [SST Info & Directions](#) for more information.

English Learners

Curriculum, Policies, & ToR Responsibilities

[TK-12 Designation & ELPAC Assessment](#) - Jenny Craig, jcraig@excelacademy.education

[TK-12 Curriculum, Instruction, Compliance & Support](#) - Tamara Murphy, tmurphy@excelacademy.education

Designation

Students are designated as English Learners based on their results from the Initial ELPAC assessment. ELs have the opportunity to redesignate if they earn an overall score of 4 on their Summative ELPAC assessment. This assessment is only offered once annually, in the spring. Please refer to the ASSESSMENT section above for further details. The SIS identification for ELs is a red asterisk. Select the asterisk to view current status details, select “tests” to see their ELPAC assessment scores.

ELD Program Requirements

Excel Academy requires all students identified as English Learners to participate in our ELD (English Language Development) Program through both [synchronous](#) and [asynchronous instruction](#).

Please see the [ELD Handbook for ToRs](#) for more information.

Translation & Interpretation Resources

Please refer to our [Translation & Interpretation Resources](#) for detailed information.

504 Accommodation Plans

Process & ToR Responsibilities

[TK-12: 504 Coordinator](#): April Saade, assade@excelacademy.education

Please view [504 Plans Explained](#) for an overview of 504 Plans. It is important to remember that **504 Plans are a function of general education**, not special education. Most often, new 504 Plans will first be addressed through an SST meeting to gather more information and to determine if a 504 Plan is the proper response to the concern. 504 Plan requests should be addressed in a timely manner to best support the student, parent, and ToR. **Please notify the 504 Coordinator as soon as the possibility of a 504 Plan is discussed.**

Special Education Assessment Requests

IEP Requests: Process, Form, & ToR Responsibilities

TK-12 SPED Intake Manager: Sondra Ryan, sryan@excelacademy.education
TK-12 Assistant Director of Intervention: April Saade, assade@excelacademy.education

All special education assessment requests will begin with a *Request for SPED Referral* meeting to document concerns. **If a parent requests a special education assessment, verbally or in writing, please notify the SPED Intake Manager & cc Assistant Director of Intervention immediately.** The [Special Education Referral Form](#) will be shared with you. Please fill it out as soon as possible. A meeting will be arranged to gather more information about the referral concerns. We will also clarify how the process works in our model.

Homeless, Foster, Mobile Youth (McKinney-Vento)

TK-12 Homeless & Foster Liaison: Tamara Murphy, tmurphy@excelacademy.education

Definition of Homelessness

The McKinney-Vento Act defines homeless children and youth as individuals who lack a fixed, regular, and adequate nighttime residence.

McKinney-Vento Assistance Act

- The McKinney-Vento Homeless Assistance Act (McKinney-Vento Act) (42 U.S.C. § 11431-11435) is federal legislation that ensures the educational rights and protections of children and youth experiencing homelessness. It requires all local educational agencies (LEAs) to ensure that homeless students have access to the same free, appropriate public education, including public preschools, as provided to other children and youth.

McKinney-Vento Identification

- Identified through enrollment registration packet - [McKinney-Vento Form](#)
- SIS Label is a yellow asterisk
- ToR and/or Liaison observation - encouraging family to update MKV Form

Refer to our [Homeless, Foster & Mobile Youth Rights & Support Process](#) for detailed information.

Grade Retention & Acceleration Requests

TK-12: Assistant Director of Intervention: April Saade, assade@excelacademy.education

The general philosophy is that because Excel Academy offers personalized learning, retention & acceleration are rarely necessary. **If a parent is requesting retention or acceleration, the ToR should reach out to the Assistant Director of Intervention.** Please also review [Retention & Acceleration Policies & Processes](#).

Policy Organizer

COMMUNITY

Shared Drive Community Folder

Community Shared Drive

- [Excel Academy Permission Slips](#)
- [Waiver - When Parent B Takes Student A Forms](#)
- Service Hours - Spreadsheet
- [Authorized Chaperone and Non-Student Sibling List](#)

Field Trips/Community Events

In order to offer quality field trips each year, we depend on our teachers to help chaperone throughout the year. As part of your contract, Personalized Path ToRs are required to fulfill 10 service hours toward field trips and/or community events. Virtual Path ToRs are not required to complete Service Hours.

The required number of credits reflect a certain number of service hours, rather than a number of events. Only 1 park day and 2 virtual webinars may be applied toward your service hours.

These restrictions are subject to change based on state guidelines due to the COVID-19 pandemic.

- Personalized Path ToRs will fulfill 10 chaperone hours*.
- CLs will fulfill 8 chaperone hours.
- Personalized Path RLs will fulfill 8 chaperone hours.
- HQTs will fulfill 6 chaperone hours.
- Classified Staff - as needed per Community Team

***Secondary teachers-** Must host a secondary community event (one per ToR in the county they serve). ToRs may use up to two service-credit hours for the event.

Please note, in order to facilitate the field trips and events in an organized way, it is essential for our ToRs to be early to an event. Parents are looking for someone “in charge” and can become concerned if the host is not there at the expected time.

The Community Team will share the Field Trips & Community Events sign up sheet. Please only sign up for the number of service credits indicated by email. Please note you do not have editing access to this sign up. You will need to comment on the blue cell with your name to sign up for the event. In the case that multiple ToRs comment at the same time, a name will be randomly drawn. Otherwise, sign ups are first come first serve.

Per legal counsel, children of staff who are not enrolled Excel Academy students, may not attend field trips. If your child is an Excel Academy student and you are signed up to chaperone, your child must have a designated guardian attending with them. Waivers should reflect the information of the guardian in attendance and tickets, when applicable, must be purchased for this guardian.

Chaperone Checklist

- **Outdoor Classroom Days** Reach out to the Community Liaison in charge of the park day with any questions.
- Wear your Excel Academy shirt/sweatshirt (and name tag if available).
- Bring your Excel Academy backpack and make sure you have your first aid kit.
- Bring Excel Academy signage, flag, and/or umbrella.
- Please take photos and send them to the Social Media Liaison (Michelle Moran).

Field Trips

- Wear your Excel Academy shirt/sweatshirt (and name tag if available).
- Bring your Excel Academy backpack and make sure you have your first aid kit.
- Double check your clipboard for extra copies of waivers. Copy included below and within the Community Folder of ToR Manual.
 - Waivers: student, parent, sibling
 - Waivers: parent B brings student A (highlighted in Red below)

- Arrive 15 minutes earlier than the time the coordinator of the event asks the families to arrive, so you can notify the venue to anticipate our group's arrival and greet the families when they arrive.
- Reserve 15 minutes for our families to gather before tours or activities start. Please use this time period to:
 - Take attendance and check in families
 - Collect waivers if any are missing
- If it is a larger group, one ToR could help call/text families who are late and wait for them if necessary, while the other chaperone(s) stay with the rest of the group and move on to participate in the field trip activities.
 - The roster will note any special circumstances regarding transportation. If a student arrives with another family (that has not been noted or communicated to you previously by the coordinator), you must call the field trip coordinator.
-
- Stay with the group until the field trip is over. It is our hope that the presence of Excel Academy teachers at the field trips makes the trips more intimate and allows parents to feel the support of our team, and students feel they truly belong to an incredible school.
- Some parents do not want any pictures, front or back view, of their kids to be posted. Be sure to double check with parents that it is ok to take a photo. Make sure you get the names of the students for small group photos. Please send pictures to the Social Media Liaison and the field trip coordinator of the event to be posted on Instagram and Facebook, as well as the newsletter.
- Thank the families and venue when you leave to signal that Excel Academy's field trip time has ended, and the families are there on their own if they choose to stay. Text the community coordinator of the event when you leave.
- Turn in the collected waivers (one waiver for students, another for parents and non-students, including siblings and guests) to the office the next time you are there. There is no rush.

CCP Events

- Reach out to the Field Trip Coordinator prior to the event with any questions.
- Wear your Excel Academy shirt/sweatshirt (and name tag if available).
- Bring your Excel Academy backpack and make sure you have your first aid kit.
- Arrive 15 minutes earlier than the start time of the event. Introduce yourself to the venue contact and greet Excel Academy families when they arrive.
- Please stay until the last family leaves and offer to help with cleaning up.
- Please take photos and send them to the Social Media Liaison (Michelle Moran) and Field Trip Coordinator.
- Record your Services Hours on the Service Hour spreadsheet.

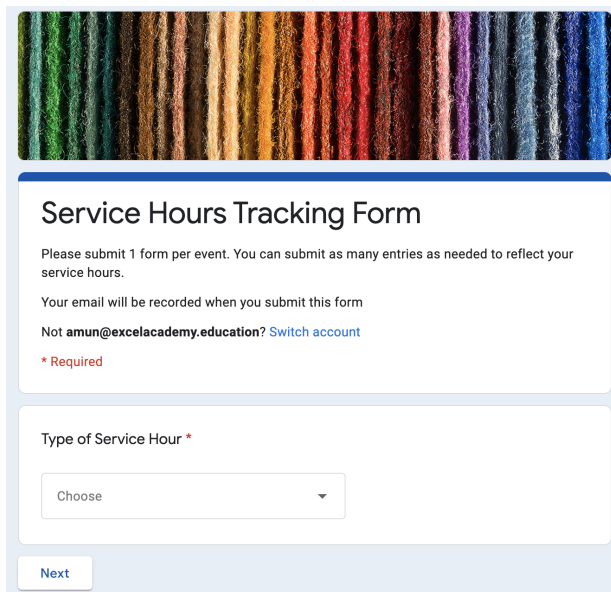
Service Hours

Information and Directions to Complete the Google Form

The Service Hour Spreadsheet will be located in the shared drive and will only be applicable to ToRs on the Personalized Path. Virtual Elementary ToRs will not have any service hours. Personalized Path ToRs will each have 10 hours to complete.

Completing the Service Hour Tracker Google Form

After your service hour sign up is confirmed by Jenny or Annie, please fill out this tracker form so that we can monitor how many service hours ToRs have completed/will complete. This will help us stagger the release of field trips and events so that everyone is completing the same number of service credits. Please do not sign up for more than instructed.



Service Hours Tracking Form

Please submit 1 form per event. You can submit as many entries as needed to reflect your service hours.

Your email will be recorded when you submit this form

Not amun@excelacademy.education? [Switch account](#)

* Required

Type of Service Hour *

Choose

Next

Click on image above for the Google form.

Click [here for a video tutorial](#) on how to fill out the Google form.

Reimbursement for Driving

All teachers will receive mileage reimbursement at the IRS published reimbursement rate, this will cover driving expenses related to your job as a Teacher of Record. Teachers will keep track and submit reimbursement for their mileage for all work-related drives, including learning period meetings via Paycom mileage tracker application. Please see mileage reimbursement policy for additional details.

All reimbursements are to be submitted via Paycom and submitted within two weeks (10 business days) of the end of the month for which reimbursements are being requested.

Special Education Department

Students with IEPs

Every student within the Special Education Department (SPED) has what is called an IEP, or Individualized Education Program. An IEP is a document and a map that lays out the program of special education instruction, supports and services a student is required to receive in order to make progress toward grade level standards.

How do I know if I have a student receiving SPED services on my roster?

In the ToR's student roster in SIS, a variety of symbols may appear next to a student's name. If a dark blue star appears, this will indicate that the student has an IEP. The ToR will reach out to the parent and explain how our school works, following the initial phone call guidelines, just like any other student assigned to them. The parent will sign the ***Master Agreement and Acknowledgement of Responsibilities***, officially enrolling them in our school. If the parent of a newly enrolled SPED student poses questions to the ToR that they are unsure of the answer to, reach out to the SPED Intake Manager, Sondra Ryan, for further support.

*****For newly enrolled High School students, it is vital to collaborate with Sondra Ryan and the High School Counselors PRIOR to developing the student's MA.***

*****It is imperative that you inform the SPED Intake Manager within 24 hours of the Master Agreement being signed. This 24 hour notification is crucial so that the Special Education team can comply with all legal timelines for newly enrolled students. IEP services cannot begin until a signed MA is received.***

Once the MA is signed, an interim offer will be sent from the SPED Department to the parent/guardian and a 30 day IEP will be scheduled to finalize the student's IEP after a period of data gathering. ***ToRs are required to participate in all portions of all IEP meetings for students on their roster, including the 30 day IEP. At the IEP all team members will be expected to speak to the students academic present levels at the time of the meeting.*** ToRs are the experts in general education expectations and grade level standards at all IEP meetings. This means you will need to spend extra time getting to know the educational needs/strengths of any new students with IEPs assigned to your roster.

Any questions about a continuing student's IEP should be directed to the assigned Case Manager. The SPED Intake Manager will be the temporary CM for all newly enrolled students until the 30 day IEP is complete and a permanent CM is assigned.

You can find your student's **Case Manager** within SIS/Pathways.

To Find the Case Manager for Your Student:

- ❖ Click on the student name on your roster, which will take you to the student dashboard (see below).
- ❖ The circled names indicate the assigned teacher (yourself) and the case manager for the student.

The screenshot shows the Excel Academy student dashboard. The 'Staff Associations' section is highlighted with a red arrow. Below it, a table lists staff members:

Staff	Position	Start	Finish	Mig
Mashburn, Mandy	Teacher	07/23/2018	present	
Kanode, Cathy	SPED Case Manager	11/09/2018	present	

Below the staff associations, there is a section for 'Enrollments' with a table:

Track	Start	Finish	Grade	Att	Program	Grad Req
B	09/04/2018	present	5	IS	Independent Study - Excel Academy	Elementary (General Education)
B	07/23/2018	09/03/2018	5	INF	Pre-Enroll - Excel Academy	Elementary (General Education)
B	09/05/2017	06/08/2018	4	IS	Independent Study	Elementary

Students with IEPs will be treated just like any other General Education student, ***except for any areas relating to their disability.***

For instance, if a student with an IEP does not attend/reschedule an LP meeting, they should receive a PIN.

- ❖ Please include the student's assigned **case manager and SPED Program Specialist (Leah Vides)** on all concerns that may lead to a PIN so that the team can guide you through required next steps and collaborate on strategies to best support the student. An IEP meeting may be required specifically to discuss PIN concerns, per the EACS SPED PIN Policy.

*If you are ever in doubt about a student's needs, please reach out to their assigned case manager for more information.

What are my roles/responsibilities throughout the school year?

Open communication with families during the year will assist in meaningful and fruitful IEP meetings. Prior to the first day of school, *the Case Managers will provide you with an "IEP at-a-glance" document for each student at the beginning of the school year and each time the IEP is updated throughout the year.* This document will provide you with a summary of the

student's required accommodations, goals that are being addressed through the IEP, and the services currently being provided to address the goals. If you have any questions regarding the document or its contents, reach out to the CM.

Throughout the school year you will complete all your regularly assigned ToR duties for all students on your roster, including those with IEPs. However, for students with an IEP, you will have additional responsibilities.

For all students with IEPs on your roster:

- ❖ Read, review and be aware of changes to the student's IEP throughout the school year.
- ❖ Become familiar with each student's goal areas, service areas, accommodations and modifications. Accommodations and modifications are required to be implemented throughout all general education activities.
- ❖ This IEP is active and in place ***every minute of every school day***. Knowing and understanding it will support student progress and success!
- ❖ Communication, communication, communication! ***Please communicate regularly with Case Managers regarding LP meetings and input learning notes in the Contact Manager section of SIS.*** (schedules, progress, concerns) and parent questions related to their services or IEP goals. Regular communication throughout the year is crucial to a meaningful IEP process.
- ❖ Assist parents with the implementation of accommodations listed in the IEP (related to instruction and strategies.) Please consult with the assigned Case Manager as needed. You can invite Case Managers or the Special Education Coordinator to LP meetings if assistance is needed.
- ❖ Collaborate with students' assigned Case Manager prior to report card completion for support with appropriate comment selection.
- ❖ Share all concerns related to special education with the student's assigned Case Manager immediately. The special education department is responsible for addressing many parent concerns in a formal manner via IEP discussion. If a parent is expressing concerns or directing requests regarding their student's special education services to you; it is your responsibility to direct the parent to their CM.

*****If you reach out to a CM to share a concern or request on behalf of a parent, and do not receive a response within 48 hours, please reach out to the special education leadership team for further assistance.***

For some students on your roster:

- ❖ In conjunction with the assigned Case Manager or Special Education Coordinator, assist parents with implementation of modifications listed in the IEP
- ❖ Provide consultation or collaboration services as listed in the IEP

What are my roles/responsibilities in preparation for the IEP meeting?

The Special Education Case Manager is responsible for scheduling the IEP meetings and will communicate options for dates and times with all members of the IEP team. Regularly anticipated IEP meetings will be scheduled at least one month prior to the meeting.

Note: Case managers will do their best **not to** schedule regular Plan Review and Eligibility Evaluations during LP meeting weeks. However, due to legal timelines or urgent circumstances, this cannot always be avoided.

General Education Feedback Form: This form will be located within the Shared Drive. In preparation for the IEP meeting you will need to complete it in its entirety.

- ❖ ***Please fill out every section of this form with current information that pertains to your student. You will need to add as much information as possible (1 or 2 sentences does not suffice.)***
- ❖ Please remember you are the link to the parent who is doing the primary teaching and using the curriculum and the IEP. If you do not have the information to complete a particular section of the form, please reach out to the Case Manager for guidance. Gathering parent-reported information may be appropriate for some areas, however as the ToR you are expected to have a full understanding of the student's academic levels.
- ❖ Always indicate if the information was gathered via assessment, observation, work samples, parent report etc.

What is my role DURING the IEP meetings?

As the ToR, you are the student's general education teacher of record and a legally required member of the IEP team. You are vital to the educational progress of students with IEPs and considered the general education expert for that student.

The general education teacher is expected to contribute to the IEP team process by obtaining and/or contributing to the team in the areas of:

- General Education curriculum and context.
- A student's performance and engagement within the Independent Study environment.
- A student's interactions with both their peers and parent/guardian.
- The pace at which a student's curriculum is being completed with mastery. Also, *how much reteaching is needed to maintain that mastery.*
- Relating general education assessment results, both formal and informal.
- A student's use of accommodations/modifications in their daily work.

The Case Managers will develop an agenda for each meeting so you know the sequence of topics, and when you will have the opportunity to speak. Throughout the meeting, the facilitator will ask if there are any questions and if certain team members are in agreement with the discussion taking place. Please speak up and ask/answer questions throughout the meeting. The IEP requires input and consensus from all members of the team, and your voice is important!

What are my roles/responsibilities AFTER the IEP meeting?

After the IEP meeting you will receive the written IEP via docusign for your signature on the attendance portion of the consent page.

Please sign within 24 business hours so that all IEPs can be affirmed for compliance within the allotted timelines. You will be notified once the parent has provided consent to the IEP.

- ❖ If the parent contacts you after the IEP to express concerns or pose questions prior to providing their signature of consent, please immediately notify their case manager.
- ❖ The new IEP is in effect once consent is received and the IEP cycle will begin again. If any follow-up activities are required, you will be provided with this information.

Email Protocol

Forms of Communication Used within Excel Academy:

- ❖ **Email:** This is the primary form of communication between both staff and families enrolled in Excel Academy. It is important that if a question can be answered in an email, the sender uses this option. There are two reasons for this:
 - Emails are a perfect way to document a conversation took place and to relocate the information if needed in the future
 - Everyone is extremely busy and cannot take the time to answer the phone when an email is sufficient
- ❖ **Phone:** The phone should be used if the situation or question would be hard to easily describe in an email. (example: a situation with a family is so long and convoluted that it would require multiple emails back and forth.) It should also be used in the event of an emergency situation. Of course, if someone needs medical attention, dial 911 first, but then contact an administrator to apprise them of the situation.
- ❖ **In-Person/Face-to-Face:** This form of communication is rare and will only occur during our Professional Development and Regional Meetings as well as some performance reviews or other critical meetings.

Any correspondence with a student **must include the parent/guardian. At no time should a ToR communicate solely with a student.

Please Note: If sensitive information comes up in an email thread or you decide to call the individual(s) instead of continuing the thread, establish that a new form of communication will be taking place by writing something to the effect of: "I will give you a call to finish this discussion." That way, if you need to look back on the topic, you know that the conversation didn't fall through the cracks.

Please Follow the Guidelines Below:

Sender

- ❖ **Only include those who need to know or respond to the communication.**
Think through before sending. Refer to each department's Who Does What sheet if you are unsure of who to email.
- ❖ **Always "BCC" emails with large groups of people.**
 - **"bcc"** allows receivers to "reply" back to the sender without including anyone else in the reply. This cuts down on unnecessary replies of "thank you" to everyone.
 - **"bcc"** allows for the privacy of other receivers of the email. **Always use "bcc" when parent email addresses are involved. This will not allow anyone to see the email addresses.**
 - **"cc"** is used when you do not need to hide the privacy of someone that is needed on the email.
 - **Ex.** Email to Laurie that you would like to also be seen by Noel in admissions, but the primary email is to Lauren.
- ❖ **Title:** The title should **reflect what you are communicating in the email**. Start a new email, rather than bring up a topic not related to the email string. *Do not attach an important conversation to the bottom of an email chain that has nothing to do with the topic. Do not start a new email chain about a topic already being discussed.*
 - **Ex:** A chain about a student not completing iReady:
 - **Incorrect:** "iReady"
 - **Correct:** "J. Smith Did Not Complete iReady"
 - **Incorrect:** "Idea"
 - **Correct:** "Idea for End of the Year Luncheon"
 - **Ex:** The email chain above turns into a conversation about concern over J. Smith's grades
 - **Correct:** Start a new email with the title **"Question about Student Grades"** with the appropriate people attached
 - **Incorrect:** Continue the conversation with people that do not need to be on it in a chain that has a title that does not fit the topic
- ❖ **Follow-up protocol:** If you do not receive a response **within 48 hours**, you may send a follow-up email.
- ❖ **Urgent Emails:** Emails that must be handled immediately due to time sensitivity. After 4 hours, you may follow up the email with another email and phone call.
 - If your request is Urgent, the title should include the word **Urgent** at the beginning, with the meaningful title following.

- Ex. ***Urgent: Schultz Requested SPED Testing***
- Urgent Emails should be answered **within 4 hours** during office hours (8:30-4:30)

*****What emails should be considered urgent?***

SPED Testing Request, time sensitive SPED situations, Reports of Self-Harm, Emotional Distress, Abuse, Emergencies, etc.

*****What emails should NOT be considered urgent?***

Work permits, concurrent enrollment forms, enrollment or withdrawal of a student, general IEP questions, attendance questions (unless you are Cori or Keri), etc. All aforementioned items have a process in place to review such requests.

- ❖ **DNR:** (Do Not Reply) Emails that are Informational Only and Do Not need a response:
 - Title the email with DNR and then the title
 - Example: ***DNR: Finished Editing the Safety Plan***
- ❖ **PR:** (Please Reply)
 - Emails in which you need a simple confirmation from the receiver of “Got It” or “Okay” in order to know they reviewed it and understand the contents
 - Ex. ***PR: New Guidelines Attached***
- ❖ **AR:** (Action Required)
 - Emails that require an action to be taken [i.e. surveys, student request, inputting payroll numbers, etc.
 - Ex. ***AR: Roster Requests for 2019/20 School Year***

Receiver

- ❖ Do NOT respond to emails with DNR
- ❖ Do reply to PR emails with a “Received” or other acknowledgment of receipt
- ❖ Complete the action of AR emails within a timely manner
- ❖ If a sender accidentally sends an all staff email via CC rather than BCC, do NOT “reply all” to it. This adds unnecessary emails to everyone on the email.
- ❖ Reply to all emails within 24 hours and all urgent emails within 4 hours

Things to Avoid:

- ❖ Do not use ALL CAPS, as it can be construed as anger or yelling.
- ❖ Always read through and soften up anything that could be taken in the wrong way.

Document Titles in All Departments Google Drive

Each Department Will Label Documents the Following Way:

(Education Dept)

Title-22/23-EDU

(Human Resources Dept)

Title-22/23-HRD

(High School Dept)

Title-22/23-HSD

(Student Services Dept)

Title-22/23-SSD

(Enrollment Dept)

Title-22/23-ENR

(Assessment Dept)

Title-22/23-ASMT

(English Language Learners)

Title-22/23-ELL

(Intervention)

Title-22/23-INT

(Community)

Title-22/23-COMM

(Special Education)

Title-22/23-SPED

(Compliance)

Title-22/23-CMPL

(Operations)

Title-22/23-OPR

(WASC)

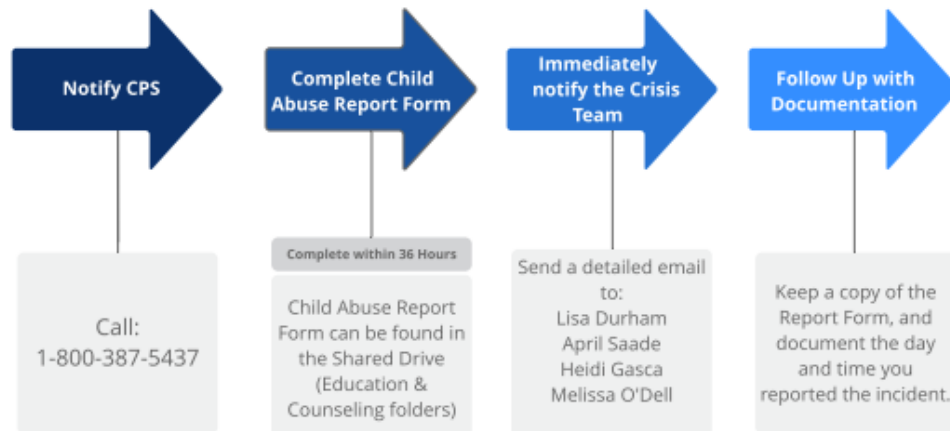
Title-22/23-WASC

CPS Protocol



CPS Protocol

In the event you witness, have knowledge of, or suspect any form of abuse occurring to a child at Excel Academy, please immediately follow the steps listed below.



[Mandated Reporter Form](#)



ELD Handbook for ToRs

Select the “Document Outline” image  in the upper left corner to go preview or select a specific question.

What’s EL?

English Learner

What’s ELD?

English Language Developer / English Language Development

Do I have an EL?

The SIS identification for ELs is a red asterisk. Select the asterisk to view current status details, select “tests” to see their ELPAC assessment scores. For new ELs, you will receive an email from Jenny Craig.

Who Can I Contact?

Designation & ELPAC Assessments	Jenny Craig jcraig@excelacademy.education
Curriculum, Instruction & Support	Tamara Murphy tmurphy@excelacademy.education

How is a student identified?

Every family completes a home language survey as part of their enrollment process. If a family answers yes to any of the questions, schools are prompted to administer the initial ELPAC assessment.

What is a “designation”?

Students are designated as English Learners based on their results from the Initial ELPAC assessment. They will either be IFEP (initial fluent English Proficient) or designated as an English Learner. ELs have the opportunity to redesignate or RFEP (Reclassify Fluent English Proficient) if they earn an overall score of 4 on their Summative ELPAC assessment. The summative assessment is only offered once annually, in the spring.

What are CA requirements?

[California Department of Education Recommendation](#)

[FAQ's - California Department of Education](#)

What is the EACS ELD Program?

- Synchronous, *designated* instruction through virtual classes for acquisition of linguistic and academic goals in the domains of reading, writing, speaking, and listening per California Department of Education.
- Asynchronous assignments using research based curriculum proven to meet the needs of English learners
- SST meetings, as needed

What are EACS EL requirements?

ELs must participate in *designated*, synchronous, virtual instruction through our ELD LIVE classes (3x weekly, 35m each) and asynchronous activities (45 minutes) to meet the requirement of 150 minutes each week.

Each Local Education Association (LEA) may choose their own curriculum, instruction, and program requirements. Our EACS ELD program requirements are very comparable to other schools in the state. More information may be found on the [CDE website](#).

What are ToR expectations?

- Remain positive regarding EL designations and requirements, while emphasizing the importance and success rate of our program.
- Our goal is to reclassify the students as English proficient. We know proficiency in English is critical for college, employment, and day-to-day life.
- Stay in communication with the ELD Live Teacher, Intervention Department, and home educator to provide collaborative support for ELs
- PINs will be issued by the INT Department with the ToR cc'd. Please follow up with the family to provide support for any challenges.
- When you are concerned about a student's progress, implement the [Student Support Cycle](#) and utilize the [Student Support Log](#).

PIN Process for ELs

The Intervention Department will monitor EL student progress. Your role will be to encourage and support students that need additional support.

How to exit the ELD program?

A student may only change their EL designation by receiving a passing score (overall score of 4) on their Summative English Learner Proficiency Assessment of California (ELPAC). This assessment is administered annually in the spring. Assessment results typically arrive and are communicated in July. Once a student is Reclassified Fluent English Proficient (RFEP) they no longer need to participate in ELD curriculum and ELD LIVE.

What is an LTEL?

Long-term English language learners (LTEL) are *defined* as (including all)

- Students in grades 6 to 12
- Enrolled in U.S. schools for more than six years
- Remained at the same level of English for two or more years as measured by ELPAC
- Scored "standard not met" or "standard nearly met" on the CAASPP ELA assessment.

LTEs will participate in the Student Success Team (SST) process annually

- ToR will assist with and monitor implementation of SST goals
 - Familiarize themselves & the parent with the recommended support
 - Check on progress, or provide additional support, towards SST goals
- Reach out to *INT Contact* if additional support is necessary

Can ELs use private tutoring?

We are unable to accept private tutoring in lieu of our ELD Program because we are unable to monitor attendance, participation, and progress of the student. Private tutoring can absolutely be used to supplement our program.

ELs with IEPs

ToRs are expected to speak to the student's acquisition of English during an IEP meeting, using relevant data.

- Report their progress in ELD curriculum
 - Print reports from the online programs
- Share results from phonics and/or reading assessments
- Share ability in writing
- Speak to their level of ease in conversation

Curriculum & Instruction

Have your EL students bring their computer to the first in-person meeting to ensure they are able to access the resources needed for their ELD curriculum and instruction.

K-3 Synchronous Instruction (ELD Live)

- Curriculum: Literacy Footprints
- Virtual (ELD Live) class and parent communication is led by ELD Teacher; INT Dept. and ToR follows up to provide support, as needed
- Tuesdays, Wednesdays, Thursdays (35 minutes per class)

- The Intervention Department will monitor student participation in synchronous learning.

K-3 Asynchronous Instruction (Independent)

- Curriculum: Imagine Language & Literacy
- Activity Assignments given by ELD Teacher; INT Dept. and ToR follow up to provide support, as needed
- Student & ToR digital access will be created and provided to Families and ToRs by INT Dept.
- The Intervention Department will monitor student participation in asynchronous learning.
- Use [IL&L for ToRs](#) for resource support, progress reports for families, encouragement/incentives, and reminder templates.
- Share usage reports/screenshots with families and/or certificates of completion
 - Shows families you are reviewing student participation and progress
 - Strengthens communication and support for the student
 - Helps avoid PINs
 - Adds motivation and encouragement for student/s

4-12 Synchronous Instruction (*ELD Live*)

- Curriculum: English 3D
- Virtual (ELD Live) class and parent communication is led by ELD Teacher; INT Dept. and ToR follows up to provide support, as needed
- Tuesdays, Wednesdays, Thursdays (35 minutes per class)
- The Intervention Department will monitor student participation in synchronous learning.

4-12 *Asynchronous Instruction (Independent)*

- Curriculum: English 3D Assignments
- Activity Assignments given by ELD Teacher; INT Dept. and ToR follows up to provide support, as needed
- Student & ToR digital access will be created and provided to Families and ToRs by INT Dept.
- The Intervention Department will monitor student participation in asynchronous learning.

EL Teaching Strategies

SDAIE (Specially Designed Academic Instruction in English)

SDAIE is instruction in a subject area, delivered in English, that is specially designed to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. ToRs and Parents should use specialized strategies that enable students to understand, participate in and access the core curriculum. SDAIE is an instructional methodology, not a program.

(EC 44253.2[b])

SDAIE Strategies:

- Speak slowly and use repetition
- Lots of visuals and realia
- Manipulatives available
- Activate prior knowledge
- Focus on the meaning
- Graphic organizer/Charts
- Preview-Review
- Gestures and facial expressions
- Self-selected reading
- Scaffolding (visual content, graphic organizers)

- Consistent and Immediate Feedback
- Summarizing and Re-Teaching
- Reciprocal Teaching

ELD Standards

Please click on the link to view ELD standards by grade level on the *California Department of Education* website. [ELD K-12 Standards](#)

Resources

EACS shared drive: Intervention > [English Learners / ELD](#)

[Online Resource Links](#)

[Khan Academy: Spanish](#)

1. Khan Academy's New Spanish Website!

[Saddleback College Algebra2Go](#)

1. This site has Pre-pre-algebra to Calculus Courses.
2. There are video lectures, along with lecture notes in Spanish or English and printable homework and tests.
3. If the settings on Teacher Tube are adjusted to Spanish, the student can have a full translated course in Spanish.

[Eureka Math: Engage NY \(Arabic, Bengali, Simplified Chinese, Spanish, Traditional Chinese\)](#)

*Khan Academy has videos for [Eureka Math/Engage NY](#)

Translation & Interpretation

[Translation & Interpretation Resources 22/23](#)

It's recommended to have your EL students bring their computer to the first in person meeting to ensure they are able to access the resources needed for language support.

Coversheet

Consent - Policy Development

Section: VII. Consent
Item: D. Consent - Policy Development
Purpose: Vote

Submitted by:

Related Material:

EACS BUS Consent - Board Policies - August.pdf
EACS - 6070 Special Education Independent Educational Evaluation Policy.pdf
EACS - 6035 Mathematics Placement Policy.pdf
EACS - 5110 Cell Phones Smartphones Pagers Other Electronic Signaling Devices Policy.pdf
EACS - 6015 COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY.docx.pdf
EACS- 6020 Education for Homeless Children and Youth Policy (4853-5293-6711.v1).docx.pdf
EACS - 5035 Student Freedom of Speech and Expression Policy.pdf
EACS - 6010 Independent Study Policy .pdf
EACS -5020 Suicide Prevention Policy (1).pdf
EACS - 5030 Immunization Policy.pdf
EACS - 5010 Educational Records and Student Information Policy.pdf
EACS -5020 Suicide Prevention Policy.pdf
EACS- 5015 Title IX Harassment Intimidation Discrimination and Bullying Policy 9-2021.pdf

EXCEL ACADEMY CHARTER SCHOOLS

Agenda Item:

Date: August 8, 2022

	Business/Financial Services
X	Consent Agenda
	Correspondence/Proposals/Reports
	Curriculum
	Education/Student Services
	Organizational Structure of the Board
	Personnel Services
X	Policy Development
	Public Hearing

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of existing board policies reviewed and revised by staff for the 2022-2023 School Year.

Background:

In order to ensure adherence with State and federal laws, it is recommended the Board approve the following policies as presented.

REVISED

The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures.

5000 Series - Student Services

5020 - Suicide Prevention Policy

- Added student planners to the section under Student Identification Cards as an added area that the national Suicide Prevention lifeline will be added to.

5110 - Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy

- Added electronic watches to list of devices

6000 Series - Instruction

6010 - Independent Study Policy

- Revised tiered reengagement strategies language

- Added wording regarding the optional nature of enrolling in EACS
- Added paragraph regarding content aligned standards and approved high school courses
- Added verbiage to the procedures section to include chronic absenteeism
- Added paragraph regarding transitioning students to in person instruction
- Incorporated clarifying language in section #7
- Added verbiage to state that the independent study agreement is valid for no longer than one year
- Included verbiage regarding maintaining a written agreement for course credits and other academic accomplishments within each student's file, along with academic supports used to supports students
- Added section regarding written agreements for students enrolled in less than 15 school days
- Removed the first paragraph in the section regarding synchronous and live interaction opportunities for students; the paragraph was too broad and vague.

6015 - California Healthy Youth Act Policy

- Added paragraph regarding parents being notified when a guest speaker will be giving instruction.

6020 - Education for Homeless Children policy

- Adjusted procedure for sending families their explanation of rights and protections as homeless students.

6035 - Mathematics Placement Act of 2015 Policy

- Added Algebra 1 and integrated math readiness assessment with a score of 85 or higher as an indicator of readiness to enroll in Algebra 1 or Integrated Math 1.1
- Added a paragraph regarding the procedure for students' math placement that requires adjustment.

6070 - Special Education IEE Policy

- Added section regarding parents needing to take responsibility to coordinate with their chosen assessors, and Excel will not reimburse for time spent in excess to the agreed upon contract for the IEE.

-

REVIEWED

The following documents were reviewed for accuracy and may include minor edits such as a correction to a typographical error, grammar, spelling, or punctuation. The document may also include a change from Human Resources manager to simply Human Resources. The edits did not affect the content or meaning and intent of the policy.

5015 - Title IX Harrassment, Intimidation, Discrimination, and Bullying Policy

5030 - Immunization Policu

5035 - Student Freedom of Speech and Expression Policy

It is recommended the Board approve the revised board policies for the 2022-2023 school year.

Fiscal Impact: None.

INSTRUCTION**6070-EA****SPECIAL EDUCATION INDEPENDENT EDUCATIONAL EVALUATION POLICY**

The purpose of this policy is to outline the steps that will be taken by Excel Academy Charter School and its programs (“EACS”) Special Education (“SPED”) department when the parent/guardian of a student with a disability requests an Independent Educational Evaluation (“IEE”) subject to the provisions of federal and state law at public expense if they disagree with an evaluation completed by the Local Education Agency (“LEA”) and the LEA does not pursue its option to file a request for a due process hearing with the California Office of Administrative Hearings to establish the appropriateness of its assessment. An IEE is an evaluation conducted by a qualified evaluator who is not employed by the LEA of residence. Public expense means that the LEA pays for the full cost of the evaluation (in accordance with cost recommendations described herein) or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. This policy is adapted from the Sonoma County Special Education Local Plan Area (“SELPA”).

Policy and Procedures

Parent/guardian(s) of a student with a disability have the right to an IEE subject to the provisions of federal and state law at public expense if they disagree with an evaluation completed by the LEA and the LEA does not pursue its option to file a request for a due process hearing with the California Office of Administrative Hearings to establish the appropriateness of its assessment. If necessary, the LEA should request clarification regarding which evaluation(s) are in dispute. The term “evaluation” includes any individual assessment of a student that results in a report that is used by the IEP team to determine eligibility and services.

Parent/guardians must indicate in writing to EACS or inform EACS at an Individualized Education Plan (“IEP”) meeting that they:

1. Disagree with the LEA’s evaluation and
2. Are requesting an IEE at public expense.

EACS may ask for the parent/guardian(s) reason(s) for disagreeing with EACS’s evaluation, but the parent/guardian is not required to provide those reasons. EACS may offer to conduct another evaluation of its own with parent/guardian consent. If the parent/guardian agrees to another evaluation provided by EACS, this would not be considered an IEE and EACS would work with the parent/guardian to appropriately document the agreement of the parent/guardian to both the new evaluation completed by EACS and to the withdrawal of the IEE request pending the completion of the new assessment completed by EACS. EACS should ask the parent/guardian to revoke their request for an IEE in writing or ask them to sign that they agreed to the withdrawal of the request and to a new assessment completed by EACS.

If the parent/guardian does not agree to another evaluation completed by EACS, EACS must respond to the parent/guardian’s request by ensuring an IEE is provided at public expense in a timely manner or promptly submit a request for a due process hearing in accordance with this

INSTRUCTION**6070-EA****SPECIAL EDUCATION INDEPENDENT EDUCATIONAL EVALUATION POLICY**

policy. EACS may not unnecessarily delay either providing the IEE at public expense or initiating a due process hearing to defend the appropriateness of its evaluation. In addition, a copy of the Procedural Safeguards and Parent Rights should be provided anytime a parent/guardian requests an IEE. Parent/guardian(s) may only request one publicly funded IEE for each evaluation completed by EACS.

Responding to an IEE Request

Once the parent/guardian communicates his/her disagreement with the evaluation(s) completed by EACS and requests an IEE at public expense in writing or at an IEP meeting, the following procedures will be followed:

1. EACS Executive Director, EACS Program Specialist and the Director of Special Education will be notified
2. EACS will provide to the parent/guardian a copy of the Sonoma County SELPA policy and procedures including criteria for IEEs, a copy of the Procedural Safeguards and Parental Rights, and options for an IEE at public expense.

Options are as follows:

- a. A staff member from another LEA in the SELPA
 - b. A staff member from another SELPA
 - c. A non public agency provider
 - d. A provider on the SELPA IEE list
3. The parent/guardian(s) will communicate to EACS, in writing, their preferred option; OR
 4. EACS will determine whether they will initiate due process to establish the appropriateness of its evaluation or proceed with obtaining an IEE.

If EACS determines that it will initiate a due process hearing to establish the appropriateness of its evaluation, EACS will notify the parent/guardian of such a decision in writing prior to filing a due process hearing complaint. This written notice shall include all of the elements of prior written notice as required by section 300.503(b) of Title 34 of the Code of Federal Regulations.

If EACS agrees to provide an IEE at public expense, EACS will work collaboratively with the parent/guardian, at parent/guardian request, to identify potential IEE evaluator(s). Alternatively, the parent/guardian may provide, in writing, their preferred evaluator(s). EACS and the

INSTRUCTION**6070-EA****SPECIAL EDUCATION INDEPENDENT EDUCATIONAL EVALUATION POLICY**

parent/guardian may utilize the Agreement for IEE form and/or the parent/guardian will be required to sign a release and exchange of information authorizing EACS to communicate directly with the parent/guardian(s) chosen independent evaluator. Please note: An EACS assessment plan is NOT completed because EACS is not conducting the assessment and is not responsible for the timelines and/or results of the IEE assessments.

EACS may directly contract with the independent evaluator for the IEE. Alternatively, EACS may issue payment to the independent evaluator for the costs of the IEE following its receipt of the items listed below, or EACS may reimburse the parent/guardian for the costs of a procured IEE in a timely manner in accordance with EACS policies and procedures and in an amount no greater than the actual cost to the parent/guardian.

If EACS initiates a due process hearing and the hearing officer issues a final decision finding that the EACS evaluation is appropriate, the parent/guardian will still have the right to obtain an IEE, but not at EACS's expense. If a hearing officer orders an IEE as part of a due process hearing decision, the costs of the IEE must be at EACS's expense.

If the parent/guardian obtains an IEE at private expense or through an agency other than EACS and shares the IEE with EACS, the results of the IEE:

1. Must be considered by EACS if the evaluation meets the agency criteria set forth below, in any decision made with respect to the provision of a free appropriate public education ("FAPE") to the student; and
2. May be presented as evidence at a due process hearing or other proceeding regarding the student.

LEA Criteria

The criteria under which an IEE is obtained at public expense, including the location limitations for the evaluator, minimum qualifications of the evaluator, and cost containment criteria, must be consistent with the criteria set forth in this policy, and consistent with the criteria that EACS uses when it initiates an evaluation.

If EACS observes the student in conducting the evaluation with which the parent/guardian(s) disagree or if its assessment procedures allow in-class observations, the independent evaluator will be provided with an equivalent opportunity to observe the student in the current educational setting and to observe the EACS proposed setting, if any. This opportunity shall also be provided if the parent/guardian(s) obtain an evaluation at private expense.

EACS shall define the nature and scope of an independent evaluator's in-class observations consistent with the right to an equivalent opportunity to observe, but also consistent with its obligations to prevent unnecessary disruption in the class and protect the privacy interests of other students. This may include, but is not limited to, identifying the time constraints of such

INSTRUCTION**6070-EA****SPECIAL EDUCATION INDEPENDENT EDUCATIONAL EVALUATION POLICY**

observation, EACS personnel who will participate in the observation, and restrictions on student/teacher interactions.

Geographical Limitations for Evaluators

Evaluators will be located within Orange, San Diego, Riverside, San Bernardino or Los Angeles Counties. Evaluators outside of this area will be approved only on an exceptional basis, providing parent/guardian(s) can demonstrate the necessity of using personnel outside the specified area in order to obtain an appropriate evaluation. Any expenses beyond that directly related to preparation of the evaluation (e.g., food, lodging, transportation, etc.) are not covered in the cost of the independent evaluation. In addition, while EACS may agree to fund the independent assessment, it is the responsibility of the parent/guardian to coordinate with their chosen assessor(s) for participation in IEP meetings. EACS will not reimburse parents/guardians, or private assessors for time spent in excess of the agreed contracted rate for the independent evaluation.

Minimum Qualifications for Evaluators

Evaluators with credentials other than those listed below will not be approved unless the parent/guardian can demonstrate the appropriateness, under the specific facts of a given case, of using an evaluator meeting other qualifications. (Ed. Code 56320 (b)(3))

Type of Assessment	Qualifications
Academic Achievement	Credentialed Special Education Teacher School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Adaptive Behavior	Credentialed Special Education Teacher School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Assistive Technology	Credentialed or Licensed Speech/Language Pathologist Credentialed Assistive Technology Specialist Credentialed Special Education Teacher with appropriate training

INSTRUCTION**6070-EA****SPECIAL EDUCATION INDEPENDENT EDUCATIONAL EVALUATION POLICY**

Auditory Acuity	Licensed Educational Audiologist Licensed or Credentialed Speech/Language Pathologist
Behavioral	Credentialed Special Education Teacher School Psychologist Behavior Specialist Licensed Educational Psychologist Licensed Clinical Psychologist Licensed Psychiatrist
Cognitive	School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Health (including neurological)	Licensed Physician Nurse
Motor	Licensed Physical Therapist Registered Occupational Therapist Credentialed Teacher of the Physically Impaired Adaptive Physical Education Teacher
Occupational Therapy	Licensed Occupational Therapist
Speech and Language	Credentialed or Licensed Speech/Language Pathologist
Social/Emotional	School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist Licensed Psychiatrist
Visual Acuity/Developmental Vision	Licensed Ophthalmologist Optometrist
Functional Vision	Credentialed Teacher of the Visually Impaired
Vision Perception	Credentialed Special Education Teacher School Psychologist

INSTRUCTION**6070-EA****SPECIAL EDUCATION INDEPENDENT EDUCATIONAL EVALUATION POLICY**

Transition	Credentialed Special Education Teacher
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Cost Containment Criteria for Evaluations

The cost of an IEE shall be comparable to those costs that EACS incurs when it uses its own employees or contractors to perform a similar assessment. Costs include: observations, administration and scoring of tests, report writing, and attendance in person or by phone at an IEP team meeting. Reimbursement will be in an amount no greater than the actual cost to the parent/guardian and will be subject to proof of payment.

Based on the cost limitations contained in the Sonoma County SELPA LEAs and region, the suggested cost of an IEE should be limited to the following table of maximum costs, absent extraordinary circumstances:

Sonoma County SELPA Type of Assessment	Allowable Rate: up to
Academic Achievement	\$800.00
Adapted Physical Education	\$1,500.00
Adaptive Behavior	\$600.00
Assistive Technology	\$1,000.00
Autism/Behavior (ABA) with observation / data collection	\$1,500.00
Behavioral - functional behavior analysis (FBA) Conducted by Board Certified Behavior Analyst (BCBA)-all Costs Inclusive	\$2,000.00
Auditory Acuity or Perception	\$350.00
Auditory Verbal Therapy	\$1,500.00
CAPD (Central Auditory Processing)	\$1,500.00

INSTRUCTION**6070-EA****SPECIAL EDUCATION INDEPENDENT EDUCATIONAL EVALUATION POLICY**

DHOH (Deaf and Hard of Hearing)	\$2,500.00
Occupational Therapy (fine/gross motor skills)	\$1,500.00
Physical Therapy	\$1,500.00
Full Psycho-Educational (rate allowed depends on components tested such as academic, adaptive behavior, cognition, social-emotional, etc.)	\$4,000.00
Speech & Language	\$1,500.00
Social-emotional	\$750.00
Visual Acuity & Perception	\$350.00
Visual Processing	\$350.00

Guidelines for all IEE costs are calculated by considering the time required for the assessment and the appropriate comparable EACS employee hourly rate. Costs above these amounts will not be approved unless the parent/guardian can demonstrate that such costs reflect unique circumstances justifying the selection of an evaluator whose fees fall outside these criteria. EACS will not necessarily be required to fund the attendance of the assessor at the IEP team meeting convened to consider the IEE.

When insurance will cover all or partial costs of the IEE, EACS will request that the parent/guardian voluntarily have their insurance pay the IEE costs covered by their insurance. However, parent/guardian(s) will not be asked to have insurance cover independent evaluation costs if such action would result in a financial cost to the parent/guardian(s) including, but not limited to the following:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy,
2. An increase in premiums or discontinuance of the policy or
3. An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim unless the parent/guardian is willing to have EACS reimburse them for the amount

INSTRUCTION**6070-EA****SPECIAL EDUCATION INDEPENDENT EDUCATIONAL EVALUATION POLICY**

of the deductible.

Independent evaluators must agree to release their assessment information, provide prior to the IEP meeting a written IEE assessment report, submit copies of any and all assessment protocols utilized to conduct the IEE, and provide detailed invoices including dates of assessment, observations and hourly rates, if applicable, to EACS prior to receipt of payment for services. All IEE evaluators must utilize testing and assessment materials and procedures, which are selected and administered so as not to be racially, culturally, or sexually discriminatory. Tests and other assessment materials must be provided and administered in the student's primary language or other mode of communication, unless there are stated reasons why this provision and administration are not clearly feasible. All assessment instruments utilized must have been validated for the specific purpose for which they are used and be administered by trained personnel in conformity with the instructions provided by the publisher. All written reports must meet the requirements of the Individuals with Disabilities Education Act ("IDEA") and California Ed. Code Section 56327.

The results of the IEE will be considered in the determination of eligibility, program decisions, and placement of the student with disabilities as required by the Individuals with Disabilities Education Act. However, the results of an IEE will not control EACS's determinations and may not be considered if not completed by a qualified professional, as determined by EACS. EACS should consider contracting with a Nonpublic Nonsectarian ("NPA") for both assessment and services could compromise the reliability of the assessment performed.

References

Legal Authority:

20 U.S.C. 1414(a) – (c) -Evaluations and reevaluations;

20 U.S.C. 1415(b)(1)-Right to independent educational

evaluations; 34 CFR 300.301 – 300.306-Re-evaluations,;

34 CFR 300.502-Independent Educational Evaluations;

Comments to 34 CFR 300.502 Independent education

evaluations; Education Code section 56327;

34 CFR 300.300 Parent Consent - Evaluation;

34 CFR 300.304-306 Procedures for evaluations and Determination of

eligibility; Education Code 56329-Independent educational

assessments;

Education Code 56381 Reassessments.

Education Code 56329 Notice to parents or guardians; independent educational

assessments; hearings; proposals for publicly financed nonpublic placements

Education Code 56506(c) Due process rights of pupil and parent

INSTRUCTION**6035-EA**

MATHEMATICS PLACEMENT POLICY

Excel Academy Charter School and its programs, in accordance with the [Math Placement Act of 2015](#), will follow the 9th grade level mathematics course placement policy listed below:

Students must meet two of the four below indicators to demonstrate readiness and enroll in Algebra I or Integrated Math I:

1. Score ‘At or above grade level’ for 8th grade on ‘end-of-year’ view of local assessment (i.e. iReady)
2. Student’s CAASPP results indicate ‘standard met’ for 7th or 8th grade math
3. Final exam and/or report card with a math 8 grade of ‘C’ or better
4. Teacher Recommendation from 7th or 8th grade math teacher
5. Take a proctored and approved Algebra 1 or Integrated Math I readiness assessment with a score of 85 or higher.

If standardized test scores indicate that a student’s 9th grade math placement requires adjustment, the Teacher of Record along with the School Counselor will work to ensure proper placement is made within two weeks of the start of school or enrollment, whichever occurs first.

Important Note #1: If the student does not qualify based on the above criteria, the student may retake the diagnostic. However, if the diagnostic results remain consistent with the original indicators, then the student will have the option of enrolling in a pre-approved Excel Academy math course.

Important Note #2: If the student chooses to use above indicators #2 & #4 from their 7th grade year, then either ‘end-of-year’ view of local assessment (i.e. iReady) scores or final exam and/or report card with a math grade of ‘B’ or better from 8th grade must be taken into consideration.

1. This Policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code Section 51224.7.

STUDENT SERVICES**5110-EACS****CELL PHONES, SMARTPHONES, PAGERS & OTHER ELECTRONIC SIGNALING DEVICES POLICY**

The Excel Academy Charter Schools (“EACS” or the “Charter School”) Board of Directors recognizes the potential for cell phones, smartphones, pagers, electronic watches, and electronic signaling devices (hereinafter collectively referred to as “private devices”) to disrupt the learning environment of the Charter School, and adopts this Policy to permit students to possess, but not use private devices while at school-sponsored activities, or under the supervision of Charter School employees, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off and out of view while at school-sponsored activities and functions. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy.

All students are required to adhere to the following guidelines regarding private devices:

Private devices may be used:

- a. Before or after any Charter School sponsored activity occurring before or after the regular school day.
- b. In the case of an emergency, or in response to a perceived threat of danger.
- c. When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- d. When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- e. When the possession or use of a private device is required in a student’s individualized education program (“IEP”).

Private devices shall be turned off and shall not be used:

- a. During events sponsored by the Charter School held before or after regular school hours.
- b. During class time with a content & community provider.
- c. During participation in assessments.
- d. On field trips or excursions sponsored by the Charter School.

Possession of private devices is a privilege, which may be forfeited by any student who fails to abide by the terms of this Policy. All Charter School employees shall remove any private device from the possession of a student found to be violating this Policy. If a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, a Charter School employee may remove the private device and confiscate the private device. Parents/guardians will be contacted to pick up any confiscated private devices at the conclusion of a Charter School sponsored activity.

In addition to this Policy, all other applicable Charter School student discipline policies and rules shall apply to any student who fails to comply with the requirements of this Policy.

STUDENT SERVICES

5110-EACS

CELL PHONES, SMARTPHONES, PAGERS & OTHER ELECTRONIC SIGNALING DEVICES POLICY

Students who possess any private device(s) shall assume sole responsibility for the maintenance and care of any such private device(s) in accordance with this Policy. At no time shall the Charter School be responsible for preventing theft, loss or damage to any private devices brought to Charter School sponsored activities.

INSTRUCTION**6015-EA****COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY**

This Policy of Excel Academy Charter School (“EACS” or the “Charter School”) has been adopted to meet the Legislative intent of the California Healthy Youth Act (“CHYA”) as follows:

1. to provide students with the knowledge and skills necessary to protect their sexual and reproductive health from human immunodeficiency virus (“HIV”) and other sexually transmitted infections and unintended pregnancy;
2. to provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family;
3. to promote understanding of sexuality as a normal part of human development;
4. to ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end;
5. to provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors.

Definitions

1. **Age appropriate:** topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
2. **Comprehensive sexual health education:** education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections.
3. **English learner:** a student who is “limited English proficient” as that term is defined in the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 7801(25)).
4. **HIV prevention education:** instruction on the nature of human immunodeficiency virus (“HIV”) and acquired immunodeficiency syndrome (“AIDS”), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS.
5. **Instructors trained in the appropriate courses:** instructors with knowledge of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections.
6. **Medically accurate:** verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field.

Instruction to Students

INSTRUCTION**6015-EA**

COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY

The CHYA requires that comprehensive sexual health education and HIV prevention education be provided to all Charter School students in grades 7 to 12, inclusive, at least once in middle school or junior high school and once in high school.

In compliance with the CHYA, the Charter School will ensure that all students in grades 7 to 12, inclusive, are provided the following instruction:

1. Information on the nature of HIV, as well as other sexually transmitted infections, and their effects on the human body.
2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual activities and injection drug use.
3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections and abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy. This instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.
4. Information about the effectiveness and safety of all federal Food and Drug Administration (“FDA”) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including the use of antiretroviral medication, consistent with the federal Centers for Disease Control and Prevention.
5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing.
6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others.
7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV. This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and the only way to know if one is HIV-positive is to get tested.
8. Information about local resources, how to access local resources, and students’ legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence.
9. Information about the effectiveness and safety of all FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to, all of the following:
 - a. Parenting, adoption, and abortion.

INSTRUCTION**6015-EA****COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY**

- b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger., pursuant to Section 1255.7 of the Health and Safety Code and Section 271.5 of the Penal Code.
 - c. The importance of prenatal care.
10. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking. Information on human trafficking shall include both of the following:
- a. Information on the prevalence, nature, and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance.
 - b. Information on how social media and mobile device applications are used for human trafficking.
11. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs thereof.
12. Information regarding the potential risks and consequences of creating and sharing sexually suggestive or sexually explicit materials through cellular telephones, social networking Internet Web sites, computer networks, or other digital media.

Further, the Charter School shall ensure that all instruction satisfies the following criteria:

1. Instruction and materials shall be age appropriate.
2. All factual information presented shall be medically accurate and objective.
3. All instruction and materials shall align with and support the purposes of Education Code Section 51930(b)(1)-(5) as stated in this Policy and shall:
 - a. Be appropriate for use with students of all races, genders, sexual orientations, and ethnic and cultural backgrounds, students with disabilities, and English learners.
 - b. Be made available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner student as otherwise provided pursuant to applicable law.
 - c. Be accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials and instruction in alternative formats, and auxiliary aids.
 - d. Not reflect or promote bias against any person on the basis of any category protected by Education Code Section 220.
 - e. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships
 - f. Teach students about gender, gender expression, gender identity, and explore the harm of negative gender stereotypes.
 - g. Encourage a student to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so.
 - h. Teach the value of and prepare students to have and maintain committed relationships such as marriage.

INSTRUCTION**6015-EA****COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY**

- i. Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection, and are free from violence, coercion, and intimidation.
- j. Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including negotiation and refusal skills to assist students in overcoming peer pressure and using effective decision making skills to avoid high-risk activities.
- k. Not teach or promote religious doctrine.

In-Service Training

1. The Charter School shall cooperatively plan and conduct in-service training for all the Charter School personnel that provide HIV prevention education, through regional planning, joint powers agreements, or contract services.
2. In developing and providing in-service training, the Charter School shall cooperate and collaborate with the teachers of the Charter School who provide HIV prevention education and with the department.
3. In-service training shall be conducted periodically to enable the Charter School personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for the Charter School personnel who have demonstrated expertise or received in-service training from the department or federal Centers for Disease Control and Prevention.
4. The Charter School may expand HIV in-service training to cover the topic of comprehensive sexual health education in order for the Charter School personnel who provide comprehensive sexual health education to learn new developments in the scientific understanding of sexual health.

Guest Speakers

Excel Academy will inform parents/guardians about whether the instruction will be provided by district personnel or outside consultants or guest speakers. Parents will be notified if the instruction will be provided by outside consultants or guest speakers, and the notice must include the name and organizational affiliation of the outside consultant or guest speaker and the date of the instruction.

1. The Charter School may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health education and HIV prevention education or to provide training for the Charter School personnel.
2. All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and have knowledge of the most recent medically accurate research on the relevant topic or topics covered in their instruction.

Parental Consent

INSTRUCTION**6015-EA****COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY**

The Charter School encourages students to communicate with their parents/guardians about human sexuality and HIV and to respect the rights of parents/guardians to supervise their student's education on these subjects. The Charter School intends to create a streamlined process to make it easier for parents/guardians to review materials and evaluation tools related to comprehensive sexual health education and HIV prevention education, and, if they wish, to excuse their student from participation in all or part of that instruction or evaluation. The Charter School recognizes that while parents/guardians overwhelmingly support medically accurate, comprehensive sex education, parents/guardians have the ultimate responsibility for imparting values regarding human sexuality to their student.

A parent/guardian of a student has the right to excuse their student from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School shall not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education.

Notwithstanding Education Code Section 51513, anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex, may be administered to any student in grades 7 to 12, inclusive. A parent/guardian has the right to excuse their student from the test, questionnaire, or survey through a passive consent ("opt-out") process. The Charter School shall not require active parental consent ("opt-in") for these tests, questionnaires, or surveys in grades 7 to 12, inclusive. Parents/guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their student from the test, questionnaire, or survey, and informed that in order to excuse their student they must state their request in writing to the Charter School.

Annual Notice

At the beginning of each school year, or, for a student who enrolls in a school after the beginning of the school year, at the time of that student's enrollment, the Charter School shall notify the parent/guardian of each student about instruction in comprehensive sexual health education and HIV prevention education and research on student health behaviors and risks planned for the coming year. The notice shall do all of the following:

1. Advise the parent/guardian that written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education are available for inspection.
2. Advise the parent/guardian whether the comprehensive sexual health education or HIV prevention education will be taught by the Charter School personnel or by outside consultants. The Charter School may provide comprehensive sexual health education or

INSTRUCTION**6015-EA****COMPREHENSIVE SEXUAL HEALTH EDUCATION POLICY**

HIV prevention education, to be taught by outside consultants, and may hold an assembly to deliver comprehensive sexual health education or HIV prevention education by guest speakers, but if it elects to provide comprehensive sexual health education or HIV prevention education in either of these manners, the notice shall include the date of the instruction, the name of the organization or affiliation of each guest speaker, and information stating the right of the parent/guardian to request a copy of this Policy. If arrangements for this instruction are made after the beginning of the school year, notice shall be made by mail or another commonly used method of notification, no fewer than fourteen (14) days before the instruction is delivered.

3. Include information explaining the parent's/guardian's right to request a copy of this Policy and/or Education Code sections 51930-51939.
4. Advise the parent/guardian that the parent/guardian has the right to excuse their student from comprehensive sexual health education and HIV prevention education and that in order to excuse their student they must state their request in writing to the The Charter School.

For Pupils Who Opt Out

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the Charter School has received a written request from the student's parent/guardian excusing the student from participation.

A student may not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive comprehensive sexual health education or HIV prevention education or to participate in anonymous, voluntary, and confidential tests, questionnaires, or surveys on student health behaviors and risks.

While comprehensive sexual health education, HIV prevention education, or anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks is being administered, an alternative educational activity shall be made available to students whose parents/guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

INSTRUCTION**6020-EACS****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

The Excel Academy Charter Schools (“EACS” or the “Charter School”) Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth who: (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Are migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

Charter School Liaison

The Executive Director designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Tamara Murphy
 Title 1 Coordinator
 tmurphy@excelacademy.education

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by Charter School personnel, through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.

INSTRUCTION**6020-EACS****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act (“IDEA”); any other preschool programs administered by the Charter School, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services
4. Parents/guardians are informed of the educational and related opportunities available to their students and are provided with meaningful opportunities to participate in the education of their students.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents/guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents/guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with the law, the Charter School’s charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with state coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging state academic standards as the state establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education (“CDE”) publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at:

<https://www.cde.ca.gov/sp/hs/>.

Enrollment

The Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. “School of Origin” means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

EACS shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School’s capacity and pursuant to the procedures stated in the Charter School and Board policy. A homeless youth

INSTRUCTION**6020-EACS****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to the Charter School's capacity and pursuant to the procedures stated in the school charter and Board policy), pending final resolution of the dispute, including all available appeals. The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Housing Questionnaire

EACS shall administer a housing questionnaire for purposes of identifying homeless children and youth. EACS shall ensure that the housing questionnaire is based on the best practices developed by the CDE. EACS shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at EACS.]The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at EACS and shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. EACS shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.) Twice annually, the EACS

INSTRUCTION**6020-EACS****EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

School Liaison shall notify all identified families an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth.

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in the Charter School such as (42 U.S.C. § 11432(g)(4)):

1. Transportation services
2. Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
3. Programs in vocational and technical education
4. Programs for gifted and talented students
5. Charter School nutrition programs

Transportation

In the event that the Charter School provides transportation services to all students, the Charter School shall provide comparable transportation services to each homeless child or youth attending the Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all students, the Charter School shall ensure that transportation is provided for homeless students to and from the Charter School, at the request of the parent or guardian (or Charter School Liaison), if the Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J) Transportation provided by the Charter School will be adequate and appropriate for the Student's situation, but the Charter School does not commit to any one method of transportation for all youth.

High School Graduation Requirements

Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the

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student, the student's educational rights holder, and the Charter School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institute, and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do all of the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements;
2. Inform the student and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution;
3. Provide information to the student about transfer opportunities available through the California Community Colleges; and
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is

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eighteen (18) years of age or older, or, with the educational rights holder for the student, if the student is younger than eighteen years of age

Professional Development

All administrators, teachers and employees of the Charter School, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will send verification that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually. (Education Code Section 48852.5(c)(2).)

Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and at least twice (2) annually while enrolled at the Charter School.

This notice must be signed by the parent/guardian. The notice must outline general rights, include the name of the Charter School Liaison with contact information, and specifically state that (1) the choice of schools homeless children and youth are eligible to attend; (2) that no homeless student is required to attend a separate school for homeless children or youths; (3) that homeless children and youths shall be provided comparable services as described above, including transportation services, educational services; and (4) that homeless children and youths should not be stigmatized by Charter School personnel. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

School Website Posting

The Charter School shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.

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- The contact information of any employee or contractor that assists the Charter School Liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

STUDENT SERVICES**5035-EA**

STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY

Excel Academy Charter School and its programs (“EACS” or the “Charter School”) respects students’ rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

A. Student Expression

Student free speech rights include, but are not limited to the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student expression, including but not limited to student expression on internet web sites, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students or staff, or substantially disrupts the educational program. The Charter School Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following:

1. **Obscenity:** when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. **Defamation:** Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. **Discriminatory Material:** material that demeans a person or group because of the person/group’s disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.

STUDENT SERVICES**5035-EA****STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY**

4. **Harassment (including sexual harassment), Intimidation and/or Bullying:** severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health, (3) causing a reasonable student to experience a substantial interference with the student's academic performance, (4) causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. **Fighting Words:** words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. **Vulgarity and/or Profanity:** the continual use of curse words by a student, even after warning.
7. **Violating Privacy:** publicizing or distributing confidential or private material without permission.

Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Charter School Executive Director or designee at least one (1) school day prior to distribution. The Charter School Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. Any student may appeal the decision of the Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.
2. Distribution, free or for a fee, may take place during an educational activity provided there is no substantial disruption in the school programs as determined by the Charter School Executive Director.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.

STUDENT SERVICES**5035-EA****STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY**

4. The solicitation of signatures must not be substantially disruptive to the educational activity as determined by the Charter School Executive Director or designee.

Official School Publications

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy. The staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. EACS officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the staff adviser to the Charter School Executive Director.

Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

Organized Demonstrations

Students have the right to lawful organized demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts during educational activities or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the educational activity are prohibited.

No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

B. Enforcement

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STUDENT FREEDOM OF SPEECH AND EXPRESSION POLICY

1. Students who are considering actions in the areas covered by this Policy should be informed of the possible consequences of their action under each specific circumstance. The Charter School Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the Charter School Governing Board from adopting otherwise valid rules and regulations relating to oral communications by EACS students.
3. No EACS employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. EACS shall not make or enforce a rule subjecting a high school student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

C. Complaints

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with EACS through following the Charter School's Uniform Complaint Policies and Procedures.

INSTRUCTION**6010-EA****INDEPENDENT STUDY POLICY**

Excel Academy Charter Schools, which operates Excel Academy Charter School – Helendale and Excel Academy Charter School – Warner (collectively, “EACS” or “Charter School”) offers independent study to meet the educational needs of all students enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. EACS shall provide appropriate existing services and resources to enable students to complete their independent study successfully.

The following written policies have been adopted by the Board of Directors for implementation at the Charter School:

1. For students in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be twenty (20) school days.
2. An evaluation shall be completed to determine whether it is in the best interest of the student to remain in the independent study under the following circumstances:
 - a. In the event that a student misses three (3) assignments during any period of twenty (20) school days.
 - b. In the event the students educational progress falls below satisfactory levels as determined by the Charter School Satisfactory Educational Progress Policy and procedure which considers All of the following indicators:
 - i. The pupils' achievement and engagement in the independent study program, as indicated by the pupils' performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts as determined by the supervising teacher.
 - iv. Progress toward successful completion of the course of study or the individual course, as determined by the supervising teacher.

The evaluation will be documented in the attendance record and learning record documents and will be maintained as mandatory interim student record which shall be maintained for a period of

INSTRUCTION**6010-EA****INDEPENDENT STUDY POLICY**

three years from the date of evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to the school.

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

4. The Charter School has adopted tiered reengagement strategies for the following:

- a. Pupils not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of a local educational agency's approved instructional calendar;
- b. Pupils found not participatory in synchronous instructional offerings for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span;
- c. Pupils who are in violation of the written agreement pursuant to Education Code 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil;
- b. Notification to parents or guardians lack of participation within one school day of the recording of a non-attendance day or lack of participation;
- c. A plan for outreach from the school to determine pupil needs including connection with health and social services as necessary;
- d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
- e. An Attendance Intervention Meeting (AIM) will be held once a student receives a second Progress Improvement Notification (PIN) to determine if it is in the best interest of the student to remain in independent study. The meeting shall include a review of the pupil's written master

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agreement, and reconsideration of the independent study program's impact on the pupil's achievement and well-being. If the student and parent/guardian elect to stay enrolled, the team will develop an agreement to help support the student to make satisfactory educational progress, including additional resources and supports.

- f. If the student continues to make unsatisfactory educational progress, then a third Progress Improvement Notification (PIN) will be given and an internal evaluation will be conducted to determine whether it is in the best interest of the student to remain in independent study. If the evaluation finds that it is not in the student's best interest to remain in independent study, the student may be removed in accordance with the process outlined in Board Policy 6115 on Attendance, Progress Notification (PIN) and Involuntary Withdrawal.

5. The following plan shall be in place in accordance with Education Code Section 51747 (e) to provide opportunities for both synchronous interaction and live interaction:

- a. Pupils in all grades Tk-12 will have access to their teacher or teachers of record (as designated by Education Code Section 51747.5) for synchronous instruction opportunities as outlined in Education Code Section 51747(e) between the pupil and a Charter School employee or employees for the purpose of maintaining school connectedness. This interaction may take place in person, or in the form of internet or telephonic communication.
- b. For pupils in Transitional Kindergarten through grade 3, inclusive, opportunities for daily synchronous instruction will be provided for all pupils throughout the school year by their teacher or teachers of record.
- c. For pupils in grades 4 to 8, inclusive, opportunities for both daily live interaction (by a Charter School employee) and at least weekly synchronous instruction (by their teacher or teachers of record) will be provided for all pupils throughout the school year.
- d. For pupils in grades 9-12, inclusive, opportunities for at least weekly synchronous instruction will be provided for all pupils throughout the school year by their teacher or teachers of record.

6. The following plan shall be utilized to transition pupils whose families wish to return to

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in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: the Charter School will assist the student and family with enrollment in the school district of residence.

7. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:

- a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
- b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
- c. The specific resources, including materials and personnel, which will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- h. The inclusion of a statement in each independent study agreement that

INSTRUCTION**6010-EA****INDEPENDENT STUDY POLICY**

independent study is an optional educational alternative in which no student may be required to participate. The student will always be eligible to return to his/her school district. The Charter School will assist with the transition of pupils whose families wish to return to in person instruction from independent study expeditiously, and, in no case, later than five instructional days.

- i. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- j. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - i. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their

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acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

The Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter School's Act and the State Board of Education regulations adopted thereunder.

The Executive Director may establish regulations to implement these policies in accordance with the law.

STUDENT SERVICES**5020-EA**

SUICIDE PREVENTION POLICY

Excel Academy Charter Schools (“EACS” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. In an effort to reduce suicidal behavior and its impact on students and families, the Charter School has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with the Charter School and community stakeholders, school employed mental health professionals, administrators, other school staff members, and the county mental health plan in planning, implementing, and evaluating the Charter School’s strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

The purpose of this policy is to protect the health and well-being of all of our students by having procedures in place to prevent, assess the risk of, intervene in, and respond to youth suicidal behavior. Protecting the health and well-being of all students is of utmost importance to our school and is in line with school mandates for all professionals and individuals working with youth. Because it is impossible to predict when a crisis will occur, preparedness is necessary for every school. Youth suicide is preventable, and parents, educators and schools are key to prevention. Preventing suicide depends not only on suicide prevention policies, but also on a holistic approach that promotes healthy lifestyles, families, and communities. Thus, this policy is intended to be paired with other policies and efforts that support the emotional and behavioral well-being of youth.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The suicide prevention point of contact and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members shall include the following:

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SUICIDE PREVENTION POLICY

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide;
 - ii. Youth with a history of suicide ideation or attempts;
 - iii. Youth with disabilities, mental illness, or substance abuse disorders;
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth;
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - vi. Youth who have suffered traumatic experiences;

STUDENT SERVICES**5020-EA****SUICIDE PREVENTION POLICY**

4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
- a. The impact of traumatic stress on emotional and mental health;
 - b. Common misconceptions about suicide;
 - c. Charter School and community suicide prevention resources;
 - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - e. The factors associated with suicide (risk factors, warning signs, protective factors);
 - f. How to identify youth who may be at risk of suicide;
 - g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
 - h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - j. Responding after a suicide occurs (suicide postvention);
 - k. Resources regarding youth suicide prevention;
 - l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
 - m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

STUDENT SERVICES**5020-EA****SUICIDE PREVENTION POLICY**

Parents, Guardians, and Caregivers Participation and Education

1. Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the parent handbook.
3. Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
4. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Student Participation and Education

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
 - a. Coping strategies for dealing with stress and trauma.;
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others.;
 - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.;

STUDENT SERVICES**5020-EA****SUICIDE PREVENTION POLICY**

- d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into curricula (e.g., health classes, science classes, and physical education).

The Charter School will support the creation and implementation of programs that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week).

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Counselor
2. School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:

STUDENT SERVICES**5020-EA****SUICIDE PREVENTION POLICY**

- a. Eliciting immediate medical treatment if a suicide attempt has occurred;
 - b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - c. Ensuring that the student is under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - e. Moving all other students out of the immediate area if applicable;
 - f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
 3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
 4. After a referral is made, the Charter School shall verify with the parent/guardian that the follow-up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
 5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
 6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Executive Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from counselors or

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other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a teacher, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

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The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
 - a. Confirm death and cause;
 - b. Identify a staff member to contact the deceased's family (within 24 hours);
 - c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death;
 - b. Emotional support and resources available to staff;
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment;
 - b. Talking points for staff to notify students;
 - c. Resources available to students
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed
 - b. Support siblings, close friends, teachers, and/or students of deceased
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Student Identification Cards

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. The Charter School will also include the number for the Crisis Text Line,

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which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

STUDENT SERVICES**5030-EA****IMMUNIZATION POLICY**

This Policy of the Excel Academy Charter Schools and its programs (“Excel” or the “Charter School”) has been adopted to adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075 with exceptions allowed by Senate Bill No. 227.

All students enrolling in Excel Academy Charter School must present either the immunization record or complete the Non-Immunization Confirmation form if a student has not received any/all of the required doses.

Because Excel Academy Charter School is a non-classroom based school, students are exempt from the SB277 law, which requires students in California to be:

1. Up to date on all vaccinations
2. Have a doctor's note outlining the plan to be up-to-date
3. Have a medical exemption form signed by a doctor

Since, according to law, we are obligated to maintain records of students’ immunization status , the parent/guardian must provide current immunization records for all vaccinations received and/or sign a Non-Immunization Confirmation form.

Immunization Information

The following is a Frequently Asked Question guide (“FAQ”) for all parents/guardians of current and prospective students of County Collaborative Charter School regarding the new legal changes surrounding Senate Bill 277 (“SB 277”) and required student immunizations.

FREQUENTLY ASKED QUESTIONS**What is SB 277?**

Governor Jerry Brown signed Senate Bill 277 in 2015, which, among other things, amended *Health and Safety Code* section 120335 to require that all students, upon first admission to a private and public elementary or secondary school, child care center, day nursery, nursery school, family day care home or development center, show proof of immunization against the following diseases:

1. Diphtheria
2. Haemophilus influenzae type b
3. Measles
4. Mumps
5. Pertussis (whooping cough)
6. Poliomyelitis
7. Rubella
8. Tetanus

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9. Hepatitis B
10. Varicella (chickenpox).

Senate Bill 277 allows the Department of Health to identify other diseases requiring proof of immunization based on recommendations from the Advisory Committee on Immunization Practices of the United States Department of Health and Human Services and other appropriate agencies.

Starting July 1, 2016, all students who are admitted for the first time to an educational institution identified in the list above and all students advancing to 7th grade must provide proof of vaccination. (Health and Safety Code section 120335(g)(3).)

Senate Bill 277 provides the following limited exemptions to the vaccination requirement:

1. If a student submitted a personal belief exemption prior to January 1, 2016, that student can remain enrolled in a public school program without submitting proof of vaccination until the student enrolls in their next “grade span.” The law defines grade spans as a) birth to preschool, b) K to 6th grade and c) 7th to 12th grade. In other words, only when a student moves from one of these grade spans to the next must the student provide proof of vaccination. (Health and Safety Code section 120335(g)(1),(2).)
2. A written statement by a licensed physician attesting that the physical condition of a student is such, or medical circumstances relating to the student are such, that immunization is not considered safe, may also exempt the student from showing proof of immunization. The statement must identify the specific nature and probable duration of the medical condition or circumstances that contraindicated immunization. (Health and Safety Code section 120370(a).)
3. Students enrolled in home-based private school and independent study programs are also exempt. (Health and Safety Code section 120335(f).)

Please note that pursuant to Health and Safety Code section 120370(b) and notwithstanding the exemptions noted above, if an educational institution has good cause to believe that a student has been exposed to a disease listed above and his or her documentary proof of immunization status does not show proof of immunization against that disease, that student may be temporarily excluded from the school or institution until the local health officer is satisfied that the student is no longer at risk of developing or transmitting the disease.

Must I vaccinate my students in order to remain enrolled in their current school at Excel Academy Charter School as they are independent study programs?

Excel Academy Charter School is an independent study school, and its primary method of instruction is independent study in accordance with Education Code section 551745 *et seq.* As such, a student enrolled in County Collaborative Charter School is exempt from the requirements of Senate Bill 277, as enacted, pursuant to Health and Safety Code section 120335(f). If a student

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were to enroll in another educational program that is not an independent study program, of course, then the requirements of Senate Bill 277 would apply to that student.

As stated above, the law exempts a student who is enrolled in an independent study program and does not receive classroom-based instruction.

What are the current vaccination requirements in order to enroll my student at Excel Academy Charter School?

1. Students entering Excel who are not exempt will need the following immunization requirements:

Immunization	Dosage
Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
Polio	Four (4) doses
Measles, Mumps, and Rubella (MMR)	Two (2) doses
Hepatitis B (Hep B)	Three (3) doses
Varicella (chickenpox)	Two (2) doses
Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose (students entering 7th grade only)

What may happen if I choose not to vaccinate my student and there is an outbreak of measles or another type of communicable disease?

Beyond specific medical procedures, in the event of an outbreak of a communicable disease, if there is good cause to believe that a student has been exposed to a communicable disease and the student does not have the required immunization against that disease, that student may be temporarily excluded from the School until the local health officer (county department of health) is satisfied that the student is no longer at risk of developing or transmitting the disease.

How do I submit my Personal Belief Exemption to Excel Academy Charter School, and what is the deadline?

Personal Belief Exemptions are no longer accepted as of December 31, 2015. If a student submitted a personal belief exemption prior to January 1, 2016, that student can remain enrolled

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in a public school program without submitting proof of vaccination until the student enrolls in their next “grade span.” The law defines grade spans as:

1. birth to preschool
2. KN to 6th grade
3. 7th to 12th grade.

When a student moves from one of these grade spans to the next, the student must provide proof of vaccination. (Health and Safety Code section 120335(g)(1),(2).)

This FAQ is intended to provide general information only. This FAQ is not intended to address all questions about SB 277 or immunizations, is not a substitute for legal advice, and to what extent this information conflicts with any relevant legal authority, such legal authority controls.

For the most recent up-to-date information about SB 277 and the immunization requirements:

1. Visit the California Department of Public Health’s website at www.shotsforschool.org
2. Contact your local health department or county office of education.

STUDENT SERVICES**5010-EA****EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

Excel Academy Charter Schools (“EACS” or the “Charter School”) adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by the Charter School.

Definitions

1. **Education Record:** An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche that directly relates to a student and is maintained by the Charter School or by a party acting for the Charter School. Such information includes, but is not limited to: Date and place of birth; parent and/or guardian’s address, mother’s maiden name and where the parties may be contacted for emergency purposes;
 - a. Grades, test scores, courses taken, academic specializations and school activities;
 - b. Special education records;
 - c. Disciplinary records;
 - d. Medical and health records;
 - e. Attendance records and records of past schools attended; and/or
 - f. Personal information such as, but not limited to, a student’s name, the name of a student’s parent/guardian or other family members, student identification numbers, social security numbers, photographs, biometric record, or any other type of information that aids in the identification of a student.
 - g. An education record does not include any of the following:
 - i. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
 - ii. Records maintained by a law enforcement unit of the Charter School that were created by that law enforcement unit for the purpose of law enforcement;
 - iii. In the case of a person who is employed by the Charter School but not in attendance at the Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual’s capacity as an employee and are not available for any other purpose;
 - iv. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with the treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are part of the program of instruction at the Charter School;

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- v. Records that only contain information about an individual after the individual is no longer a student at the Charter School; or
 - vi. Grades on peer-graded papers before they are collected and recorded by a teacher.
2. **Personally Identifiable Information:** Personally identifiable information (“PII”) is information about a student that is contained in the student’s education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 (FERPA). PII includes, but is not limited to: a student’s name; the name of a student’s parent/guardian or other family members; the address of a student or student’s family; a personal identifier, student number or biometric record; other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the Charter School reasonably believes knows the identity of the student to whom the education record relates.
 3. **Directory Information:** The Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by the Charter School pursuant to the FERPA (20 U.S.C. § 1232g). The Charter School has designated the following information as directory information:
 - a. Student’s name
 - b. Student’s address
 - c. Parent/guardian’s address
 - d. Telephone listing
 - e. Student’s school electronic mail address
 - f. Parent/guardian’s electronic mail address
 - g. Photograph
 - h. Date and place of birth
 - i. Dates of attendance
 - j. Grade level
 - k. Participation in officially recognized activities and sports
 - l. Weight and height of members of athletic teams
 - m. Degrees, honors, and awards received
 - n. The most recent educational agency or institution attended
 - o. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
 4. **Parent/Guardian:** Parent/guardian means a parent/guardian of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

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5. **Eligible Student:** Eligible student means a student who has reached eighteen (18) years of age.
6. **School Official:** A school official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of the Charter School. A school official also may include a volunteer for the Charter School or an independent contractor of the Charter School or other party who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the Charter School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent/guardian or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent/guardian, student, or other volunteer assisting another school official in performing the school official's tasks.
7. **Legitimate Educational Interest:** A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill the school official's professional responsibility.

Disclosure of Directory Information

At the beginning of each school year, the Charter School shall provide parents/guardians and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent/guardian's or eligible student's right to require that the Charter School not release "directory information" without obtaining prior written consent from the parent/guardian or eligible student; and 3) The period of time within which a parent/guardian or eligible student must notify the Charter School in writing of the categories of "directory information" that it may not disclose without the parent/guardian's or eligible student's prior written consent. The Charter School will continue to honor a valid request to opt-out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt-out request.

Annual Notification to Parents and Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, the Charter School shall provide eligible students currently in attendance and parents/guardians of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents/guardians and eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent/guardian or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;

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4. File with the U.S. Department of Education a complaint concerning alleged failures by the Charter School to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that the Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.
5. The availability of the prospectus prepared pursuant to Section 49091.14.

Parental and Eligible Student Rights Relating to Education Records

Parents/guardians and eligible students have the right to review the student's education records. In order to do so, parents/guardians and eligible students shall submit a request to review education records in writing to the registrar/admissions office. Within five (5) business days, the Charter School shall comply with the request.

Copies of Education Records

The Charter School will provide copies of requested documents within five (5) business days of a written request for copies. The Charter School may charge up to \$20.00 reasonable fees for copies provided. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent/guardian or eligible student may file a written request with the registrar/admissions office to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate
- b. Misleading

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- c. In violation of the privacy rights of the student

The Charter School will respond within thirty (30) days of the receipt of the request to amend. The Charter School's response will be in writing and if the request for amendment is denied, the Charter School will set forth the reason for the denial and inform the parent/guardian or eligible student of their right to a hearing challenging the content of the education record.

If the Director or designee sustains any or all of the allegations, the Director or designee must order the correction or the removal and destruction of the information. The Director or designee must then inform the parent/guardian or eligible student of the amendment in writing.

Hearing to Challenge Education Record

If the Charter School denies a parent/guardian or eligible student's request to amend an education record, the parent/guardian or eligible student may, within thirty (30) days of the denial, request in writing that the parent/guardian or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Director or designee may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent/guardian has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The Director or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent/guardian appointed by the Director or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by the Charter School to the parent/guardian or eligible student no later than twenty (20) days before the hearing.

The Director or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent/guardian or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent/guardian or eligible student may also, at the parent/guardian or eligible student's own expense, be assisted or represented by one or more individuals of the parent/guardian's or eligible student's choice, including an attorney. The decision of the Director or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, the Charter School's

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decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent/guardian or eligible student of the amendment in writing.

If, as a result of the hearing, the Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent/guardian or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why the parent/guardian or eligible student disagrees with the decision of the Charter School, or both. If the Charter School places a statement by the parent/guardian or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure of Education Records and Directory Information

The Charter School must have a signed and dated written consent from the parent/guardian or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure, and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent/guardian or eligible student may request a copy of the disclosed records and the Charter School shall provide the parent/guardian or eligible student with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

The Charter School will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent/guardian or eligible student and that the receiving party uses the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. The Charter School must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents/guardians or eligible students, the Charter School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent/guardian or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that the Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

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The Charter School will disclose education records, without prior written consent of the parent/guardian or eligible student, to the following parties:

1. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations (“C.F.R.”) Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student’s enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student’s cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent/guardian or eligible student of the request for records at the parent/guardian or eligible student’s last known address, unless the disclosure is initiated by the parent/guardian or eligible student. Additionally, the Charter School will give the parent/guardian or eligible student, upon request, a copy of the record that was disclosed and give the parent/guardian or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student’s application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents/guardians of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent/guardian or eligible student of the order or subpoena in advance of compliance, so that the parent/guardian or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student’s educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for student and

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parents/guardians, and any individualized education program (“IEP”) or Section 504 plan that may have been developed or maintained by the Charter School; and/or

12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School may disclose the final results of the disciplinary proceeding, regardless of whether the Charter School concluded a violation was committed.

Prospectus

All available prospectus are located at the school office. If you would like to obtain a copy of the prospectus please contact our Irvine office.

Excel Academy Charter School
1 Technology Dr. Bldg I-811
Irvine, CA 92656

Record Keeping Requirements

The Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of the Charter School in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of the Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents/guardians or eligible students, the Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent/guardian or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents/guardians and eligible students, the Charter School officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of the Charter School.

Student cumulative records may not be removed from the premises of the Charter School, unless the individual removing the record has a legitimate educational interest, and is authorized by the

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Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Charter School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

Complaints

Parents/guardians and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue. S.W.
Washington, D.C. 20202-5920

Record Retention

The Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations (“CCR”) sections 431 and 438, per the following:

1. Mandatory Permanent Student Records: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
 - a. Legal name of student
 - b. Date of birth
 - c. Method of verification of birth date
 - d. Sex of student
 - e. Place of birth
 - f. Name and address of parent/guardian of minor student
 - g. Address of minor student if different than above
 - h. An annual verification of the name and address of the parent/guardian and the residence of the student
 - i. Entering and leaving date of each school year and for any summer session or other extra session
 - j. Subjects taken during each year, half year, summer session or quarter
 - k. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
 - l. Verification of or exemption from required immunizations
 - m. Date of high school graduation or equivalent

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The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

2. Mandatory Interim Student Records: must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
 - a. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records. The log or record is attached to the inside of the front cover of the first or initial file.
 - b. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
 - c. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
 - d. Language training records
 - e. Progress slips and/or notices
 - f. Parental restrictions regarding access to directory information or related stipulations.
 - g. Parental or adult student rejoinders to challenged records and to disciplinary action
 - h. Parental authorizations or prohibitions of student participation in specific programs
 - i. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

3. Permitted Records: must be maintained and may be destroyed when their usefulness ceases or six (6) months following the student’s completion or withdrawal from school. These records are defined as:

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- a. Objective counselor and/or teacher ratings
- b. Standardized test results older than three years
- c. Routine discipline data
- d. Verified reports of relevant behavioral patterns
- e. All disciplinary notices
- f. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student has enrolled. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

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SUICIDE PREVENTION POLICY

Excel Academy Charter Schools (“EACS” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. In an effort to reduce suicidal behavior and its impact on students and families, the Charter School has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with the Charter School and community stakeholders, school employed mental health professionals, administrators, other school staff members, and the county mental health plan in planning, implementing, and evaluating the Charter School’s strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

The purpose of this policy is to protect the health and well-being of all of our students by having procedures in place to prevent, assess the risk of, intervene in, and respond to youth suicidal behavior. Protecting the health and well-being of all students is of utmost importance to our school and is in line with school mandates for all professionals and individuals working with youth. Because it is impossible to predict when a crisis will occur, preparedness is necessary for every school. Youth suicide is preventable, and parents, educators and schools are key to prevention. Preventing suicide depends not only on suicide prevention policies, but also on a holistic approach that promotes healthy lifestyles, families, and communities. Thus, this policy is intended to be paired with other policies and efforts that support the emotional and behavioral well-being of youth.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The suicide prevention point of contact and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members shall include the following:

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1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - i. Youth affected by suicide;
 - ii. Youth with a history of suicide ideation or attempts;
 - iii. Youth with disabilities, mental illness, or substance abuse disorders;
 - iv. Lesbian, gay, bisexual, transgender, or questioning youth;
 - v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
 - vi. Youth who have suffered traumatic experiences;

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4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
- a. The impact of traumatic stress on emotional and mental health;
 - b. Common misconceptions about suicide;
 - c. Charter School and community suicide prevention resources;
 - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - e. The factors associated with suicide (risk factors, warning signs, protective factors);
 - f. How to identify youth who may be at risk of suicide;
 - g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
 - h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - j. Responding after a suicide occurs (suicide postvention);
 - k. Resources regarding youth suicide prevention;
 - l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
 - m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

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Parents, Guardians, and Caregivers Participation and Education

1. Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the parent handbook.
3. Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
4. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - a. Suicide risk factors, warning signs, and protective factors;
 - b. How to talk with a student about thoughts of suicide;
 - c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Student Participation and Education

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
 - a. Coping strategies for dealing with stress and trauma.;
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others.;
 - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.;

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- d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into curricula (e.g., health classes, science classes, and physical education).

The Charter School will support the creation and implementation of programs that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week).

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Counselor
2. School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:

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- a. Eliciting immediate medical treatment if a suicide attempt has occurred;
 - b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - c. Ensuring that the student is under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - e. Moving all other students out of the immediate area if applicable;
 - f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
 3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
 4. After a referral is made, the Charter School shall verify with the parent/guardian that the follow-up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
 5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
 6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Executive Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from counselors or

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other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a teacher, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

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The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
 - a. Confirm death and cause;
 - b. Identify a staff member to contact the deceased's family (within 24 hours);
 - c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death;
 - b. Emotional support and resources available to staff;
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment;
 - b. Talking points for staff to notify students;
 - c. Resources available to students
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed
 - b. Support siblings, close friends, teachers, and/or students of deceased
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Student Identification Cards

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. The Charter School will also include the number for the Crisis Text Line,

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which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

STUDENT SERVICES**5015-EACS****TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Excel Academy Charter Schools ("Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of all acts related to school activity or school attendance at school-sponsored events and activities, regardless of location, through school-owned technology and through other electronic means.

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

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

Notification

When necessary under Education Code section 48985, if fifteen (15) percent or more of the pupils enrolled in the Charter School speak a single primary language other than English, this

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policy, and all notices, reports, and statements pertaining to this policy will be translated into the primary language and will be provided to the parent/guardian of any such students in their primary language.

This policy shall be made readily accessible in a prominent location on the Charter School's existing internet website in a manner that is easily accessible to parents/guardians and pupils. The Charter School shall post the following Title IX requirements in a prominent and conspicuous location on the existing web page:

1. The name and contact information of the Title IX coordinator that public school, school district, county office of education, or charter school which shall include the Title IX coordinator's phone number and email address.
2. The rights of a pupil and the public and the responsibilities of public school, school district, county office of education, or charter school under Title IX, which shall include, but shall not be limited to, internet web links to information about those rights and responsibilities located on the internet websites of the department's Office of Equal Opportunity and the U.S. Department of Education (ED) Office of Civil Rights (OCR), and the list of rights specified in Education Code section 221.8.
3. A description of how to file a complaint under Title IX, which must include all of the following:
 - a. an explanation of the statute of limitations within which a complain must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
 - b. an explanation of how the complaint will be investigated and how the complainant may further pursue the complaint including, but not limited to, internet web links to this information on the U.S. ED OCR's internet web site.
 - c. an internet web link to the U.S. ED OCR complaints form, and the contact information for the office, which shall include the phone number and email address for the office.
4. The link to the CDE's Title IX information.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

Ms. Megan Anderson, Assistant Director of Human Resources
 Title IX/Uniform Complaint Procedure Coordinator
 (714) 336-4220
 manderson@excelacademy.education
 1 Technology Drive, Suite I-811
 Irvine, CA 92618

Definitions

STUDENT SERVICES**5015-EACS****TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY****Prohibited Unlawful Harassment**

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

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. § 106.1 *et. seq*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by the Charter School.

The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action up to an including termination. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;
2. submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
3. the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
4. submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

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Sexual harassment may include, but is not limited to:

1. Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation or attempts to commit these assaults.
 - b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
2. Unwanted sexual advances, propositions or other sexual comments, such as:
 - a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - b. Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - c. Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.
3. Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.
 - b. Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act.

Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.

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2. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
4. Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the same age, or for a person of the same age with the same exceptional needs.

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

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Website including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 - b. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of "cyber sexual bullying" including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to

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have one or more of the effects described in the definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- c. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Charter School’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Charter School investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

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

1. Cyberbullying Prevention Procedures

Charter School advises students:

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

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

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2. Education

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

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

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

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

3. Professional Development

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

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

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

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Charter School also informs certificated employees about the groups of students determined by Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

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

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

Grievance Procedures**Scope of Grievance Procedures**

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

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

The following grievance procedures shall be utilized for reports of misconduct prohibited by this policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this policy, to intervene when it is

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safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this policy.

Any student who believes they have been subject to misconduct prohibited by this policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Ms. Corrie Amador, Director of Human Resources
 Title IX/Uniform Complaint Procedure Coordinator
 (760) 494-9646; 207
 camador@collaborativecso.org
 1 Technology Drive, Suite I-811
 Irvine, CA 92618

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

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

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

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

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

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procedures set forth in this policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff and any individuals designated as a coordinator, investigator, or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

Investigation and Response

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, parent/guardian, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator or

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administrative designee will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

1. Notice of the Allegations

- a. Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
- b. A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
- c. A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
- d. A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
- e. A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

2. Emergency Removal

- a. Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
- b. Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
- c. This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

3. Informal Resolution

- a. If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any

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time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:

- i. Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - ii. Obtain the parties' advance voluntary, written consent to the informal resolution process.
- a. Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
4. Investigation Process
- a. The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
 - b. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
 - c. The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
 - d. The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
 - e. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
 - f. Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written

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response for the investigator's consideration prior to the completion of the investigation report.

- g. The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
5. Dismissal of a Formal Complaint of Sexual Harassment
- a. If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
 - b. Charter School may dismiss a formal complaint of sexual harassment if:
 - i. The complainant provides a written withdrawal of the complaint to the Coordinator;
 - ii. The respondent is no longer employed or enrolled at Charter School; or
 - iii. The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - c. If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
6. Determination of Responsibility
- a. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - b. Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - i. The allegations in the formal complaint of sexual harassment;
 - ii. All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - iii. The findings of facts supporting the determination;
 - iv. The conclusions about the application of Charter School's code of conduct to the facts;
 - v. The decision and rationale for each allegation;
 - vi. Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
 - vii. The procedures and permissible bases for appeals.

Consequences

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Students or employees who engage in misconduct prohibited by this policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Charter School in response to a formal complaint of sexual harassment.

Right of Appeal

Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- a. The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
- b. Charter School will notify the other party in writing when an appeal is filed.
- c. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Recordkeeping

All records related to any investigation of complaints under this policy are maintained in a secure location.

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

- a. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- b. Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- c. Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- d. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- e. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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POLICY**

**Title IX, Harassment, Intimidation, Discrimination & Bullying
COMPLAINT FORM**

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date

Print Name

To be completed by the Charter School:

Received by: _____

Date _____

Follow up meeting with complainant held on: _____

Coversheet

Approval of APLUS+ Network Conference 2022

Section: VIII. Business/Financial Services
Item: A. Approval of APLUS+ Network Conference 2022
Purpose: Vote
Submitted by:
Related Material: APLUS+ Conference 2022 Overview for Presenters and Attendees.pdf

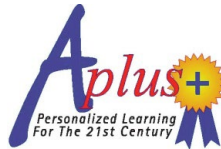
BACKGROUND:

The Excel Academy Leadership Team members will attend the APLUS+ conference yearly, to gain knowledge and expertise in charter school related topics such as:

- Administrative Leadership
- Advocacy Strategies, Community Relations, & Outreach Successes
- Assessment & Accountability Strategies for Personalized Learning
- Compliance, Financial, and Legal Issues in the “New Era”
- Data Collection, Analysis, & Reporting Strategies
- Instructional Strategies for Achievement
- Preparing Students for Their Goals in Life
- Specialized Programs for Personalized Learning Students

RECOMMENDATION:

It is recommended the Board approve the Leadership Team members to attend the APLUS+ Conference for 2022-23, as presented.



the Association of Personalized Learning Schools & Services

Every Child's Learning is Personal

APLUS+ Network Conference 2022

Overview For Attendees & Presenters

Deadline for Early Registration: September 9th, 2022



19th Annual APLUS+ Network Conference
Personalized Learning:
Guiding Education Success in Challenging Times

Wednesday October 19th—Friday, October 21st, 2022
Bahia Resort Hotel
Mission Bay San Diego, California



APLUS+ Network Conference 2022 Overview

Welcome to our 19th annual APLUS+ Network Conference 2022! Our APLUS+ Network conference and annual theme last year was **“Personalized Learning: Hope for a Brighter Future”**. We had miraculously survived yet another extreme attack by our adversaries against the very heart and foundation of our Personalized Learning model. Beyond merely hope, our theme was an affirmation that, standing united to remain steadfast in our commitment to serving all students in Personalized Learning programs that are firmly rooted in integrity, transparency, accountability, and academic excellence, would yield positive results and that we may all look forward to a better and more promising future.



**Personalized Learning
PUBLIC Charter Schools
put STUDENTS FIRST!**



Our dedication and commitment to serving our students, our schools, and our Personalized Learning model and movement have yielded tremendous rewards and very positive, encouraging and hopeful results. According to our latest APLUS+ network statewide data, our Personalized Learning students have demonstrated significant positive growth results on statewide indicators during the past two years in both ELA and Math, compared to similar students in traditional public schools who suffered significant learning losses in both ELA and Math. Congratulations! Let us celebrate together our data achievement successes within our Personalized Learning model and movement.

In celebration of our individual and collective achievements during this unprecedented pandemic and the extreme life challenges it has presented, our 2022 APLUS+ Network Conference theme is: **“Personalized Learning: Guiding Education Success in Challenging Times”**. Why have Personalized Learning public charter school students succeeded so well during the pandemic where so many students in traditional, more rigid, classroom-only public school models have suffered alarming learning losses? The key to our success is rooted in the Personalized Learning model’s inherent flexibility and adaptability, not only to pivot successfully to the needs and interests of individual students, but as we have demonstrated throughout the pandemic, to readily and effectively adapt to unforeseen changing external circumstances.



Parents in growing numbers are becoming enlightened to the need for and benefits of a more flexible and student-centered education delivery model like Personalized Learning for their children. Given the heightened social challenges we are enduring through the pandemic and beyond, parents seek to play a much more active role in their children’s education, as well as wanting to ensure for their children a more safe environment and engaging education experience. As the positive and enthusiastic word spreads as to the benefits of our Personalized Learning model, more parents are choosing to leave the more rigid, traditional classroom-only model. APLUS+ member schools and our Personalized Learning model are pioneering the path to what high quality and flexible education delivery should be in the 21st century for a growing number of students, particularly for those students for whom a rigid, conformity-based, system-centric model is not a match for their success.

Who Attends APLUS+ Network Conferences?

We estimate that our 2022 conference will welcome between 300-400 attendees. Typically, APLUS+ Network conferences attract a high percentage of both educational and administrative decision-makers who are either on the leading edge of providing an innovative, Personalized Learning model for their students, or who are interested in developing a Personalized Learning model for their schools. The majority of our attendees represent California public charter schools that are classified as “nonclassroom-based, independent study” type charter schools.



In addition, our 2022 APLUS+ Conference will accommodate up to 30 exhibitors or more. Our exhibitors are typically comprised of APLUS+ Preferred Partners and affiliates that provide a wide variety of educational, back-office, and consulting products and services that enhance and support our member schools in their Personalized Learning mission and vision.

APLUS+ Network Conference 2022 Highlights



Professional Development Workshops, Breakout Sessions, and Networking

APLUS+ Conference workshops, breakout sessions, and networking discussions will be tailored specifically to the needs and interests of key school decision-makers and stakeholders, including Board Members, CEO's, Directors, Site Administrators, CFOs, Curriculum Coordinators and Developers, Counselors, Technology Specialists, Mentor Teachers, Teacher Guides, Special Education and Special Needs Teachers, and more. Proposed topics may include but not be limited to:



- **Administrative Leadership**
- **Advocacy Strategies, Community Relations, & Outreach Successes**
- **Assessment & Accountability Strategies for Personalized Learning**
- **Compliance, Financial, and Legal Issues in the "New Era"**
- **Data Collection, Analysis, & Reporting Strategies**
- **Instructional Strategies for Achievement**
- **Preparing Students for Their Goals in Life**
- **Specialized Programs for Personalized Learning Students**
- **Preferred Partner Training Sessions**

A TOTAL OF 10 OR MORE TWO-HOUR INTENSIVE WORKSHOPS!

To kick off our 2022 conference we will offer at least 10 two-hour in-depth workshops on Wednesday afternoon, October 19th. Workshop proposals may be submitted by a single presenter, a panel of presenters, or a discussion facilitator seeking to offer a more in-depth exploration in a particular topic area of interest.

MORE THAN 50 BREAKOUT SESSIONS COVERING YOUR MOST CRITICAL AREAS OF INTEREST!

Over the course of a day and a half throughout Thursday and Friday morning of the conference, APLUS+ will be offering more than 50 one-hour and fifteen-minute breakout sessions and networking discussions. Breakout sessions proposals may be submitted by a single presenter, a panel of presenters, or a discussion facilitator in your area of expertise.

INFORMAL PATIO PROMPTERS!

Interested in a more casual and informal networking discussion on the final Friday morning of the conference? Consider facilitating a more relaxing and casual networking "patio prompter" discussion in our designated outside patio area (no a/v tech equipment support). Simply volunteer to be the discussion facilitator and submit your proposed topic and description for an old-fashioned casual group discussion and we will reserve a chat space for you!



SUBMIT YOUR WORKSHOP/BREAKOUT SESSION PROPOSAL BY AUGUST 26, 2022.

Share your expertise, best practices, and enthusiasm with your fellow colleagues! Access the following link online to complete and submit your workshop, breakout session or networking discussion proposal no later than August 26, 2022:

<https://aplusnetwork.wufoo.com/forms/mt6hale1co3agf/>

APLUS+ Conference 2022 Presenter Bonuses

As always, the strength and success of our annual conference is predicated on the willingness of our members to share their expertise and best practices with their fellow members. Plan to share your wealth of knowledge and experience during our 2022 conference, and in heartfelt appreciation for your willingness to share your expertise and best practices with your fellow members and conference attendees, you will receive a:

- ✓ **10% Discount on Conference Registration Fee**
- ✓ **Special Presenter Appreciation Gift**
- ✓ **Second Entry in Our Signature Bon Voyage "Have Your Cake & Eat It Too" Farewell Reception and Drawing**

APLUS+ Network Conference 2022 Preferred Partners & Exhibitors



Our 2022 APLUS+ Conference will welcome up to 30+ APLUS+ Network Preferred Partners and affiliate resource providers and exhibitors. These support companies offer a wide variety of products and services that are designed to enhance and support Personalized Learning public charter schools. Our conference exhibitor services typically include a wide variety of single subject courses that may be delivered either online or in person, curriculum, and other education-based products and services, as well as back-office, legal, financial, community relations, advocacy, and other consulting services.

Our member schools are committed to partner with several high quality, outside providers to assist them in their Personalized Learning mission and vision, and in their commitment to high standards of academic excellence and to fiscal and operational accountability. Many APLUS+ Preferred Partners will also provide on-site training opportunities for attendees to learn more about their high-quality products and services.



APLUS+ Conference 2022 Receptions, Mission Bay Paradise Dinner Cruise & Bon Voyage Farewell Drawing

Our APLUS+ Conference 2022 Wednesday evening kick-off welcome reception will take place on the beach of Mission Bay immediately following our afternoon intensive workshops and will feature tasty hors d'oeuvres and drinks in an idyllic setting! As is our tradition, APLUS+ will treat you to your first beverage to help jump-start your reception experience. Our kick-off reception offers a great opportunity for us all to wind down and relax after our first conference day as we watch the beautiful sun setting on the Pacific Ocean horizon.



Heralded back in 2019 as one of the most successful and memorable Thursday evening receptions we have ever offered during our nearly two decades of APLUS+ Network conferences, our Conference 2022 Thursday evening reception will once again feature a two-hour Mission Bay cruise on the awe-inspiring William D. Evans Sternwheeler. Included in our signature reception for your evening enjoyment will be a one-hour open bar and an elegant buffet dinner. Savor this two-hour journey through paradise with your APLUS+ Network friends and colleagues to follow a full day of professional development and networking! Bringing your husband, wife, partner or significant other to the conference? You can sign them up separately in advance to join you for this romantic and memorable evening cruise as well (adults only). For attendees that wish to make an advance reservation for a significant other, please contact APLUS+ directly (jeff@theaplus.org) to make a separate reservation and payment by credit card only at a cost of \$179 per person. Subject to space availability!

PLEASE NOTE: Due to the sternwheeler's limited capacity and the hotel's advance food ordering deadline requirements, we are only able to accept reservations and payments for significant others in advance of the conference. These reservations are available only for significant others accompanying conference attendees.

FINAL DEADLINE TO MAKE SEPARATE RESERVATIONS FOR A SIGNIFICANT OTHER IS **FRIDAY, OCTOBER 7th, 2022!**

On Friday morning, following our morning breakout sessions, we will once again bid our conference attendees a fond farewell with our ever popular, signature Bon Voyage "Have Your Cake & Eat It Too" Farewell Reception and Drawing. Plan to stay until the very end of our conference for your chance to win one of several very cool prizes!



APLUS+ Conference 2022 Schedule at a Glance

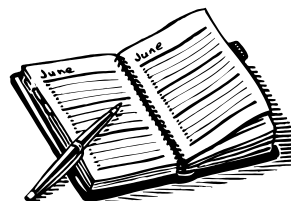
Wednesday, October 19th

Registration Check-In	10:00 am—5:30 pm
Coffee and Welcome Snacks	10:00 am—12:30 pm
Intensive Workshops I	12:30 pm—2:30 pm
Refresher Break	2:30 pm—3:00 pm
Intensive Workshops II	3:00 pm—5:00 pm
APLUS+ Welcome Beach Reception	5:30 pm—6:15 pm

WEDNESDAY DINNER ON YOUR OWN

Thursday, October 20th

Registration Check-In/Breakfast	7:00 am-8:30 am
APLUS+ Preferred Partner Exhibits	7:00 am-5:30 pm
APLUS+ Member School Leadership Forum	8:00 am-8:50 am
Breakout Sessions I	9:00 am-10:15 am
Breakout Sessions II	10:30 am-11:45 am
LUNCH/Keynote Address	12:00 pm-1:30 pm
Conference Exhibitor Networking	1:30 pm-2:25 pm
Breakout Sessions III	2:30 pm-3:45 pm
Breakout Session IV	4:00 pm-5:15 pm
APLUS+ Evening Dinner Cruise Reception	6:00 pm—8:00 pm



Friday, October 21st

Registration Check-In/Breakfast	7:00 am-8:30 am
APLUS+ Preferred Partner Exhibits	7:00 am-11:30 am
APLUS+ Pioneer Awards Ceremony	8:00 am-8:30 am
Breakout Sessions V	8:30 am-9:45 am
Breakout Sessions VI	10:00 am-11:15 am
Bon Voyage Farewell Reception/Drawing	11:30 am-12:00 pm
Conference Concludes	12:00 pm

Registering Attendees for the 19th Annual APLUS+ Network Conference 2022



APLUS+ Conference 2022 Registration Instructions

To register for the 19th annual APLUS+ Network Conference 2022, please complete the online registration form here:

<https://aplusnetwork.wufoo.com/forms/mq90pns1onao7w/>

Each online registration form can accommodate up to 15 attendees from a single organization. For more than 15 attendees, simply fill out additional forms. Advance registration and payment only. APLUS+ does not offer onsite conference registration.

APLUS+ Network Conference 2022 Registration Fees*

For APLUS+ Members (including Preferred Partners):

- Early Full-Conference Registration for Members by 9/9/22-\$799 ea.
- Late Full-Conference Registration for Members by 10/7/22-\$899 ea.
- Early One-Day Conference Registration for Members by 9/9/22-\$599 ea.
- Late One-Day Conference Registration for Members by 10/7/22-\$699 ea.

For Non-APLUS+ Members (including non-member Exhibitors):

- Early Full-Conference Registration for Non-Members by 9/9/22-\$899 ea.
- Late Full-Conference Registration for Non-Members by 10/7/22-\$999 ea.
- Early One-Day Conference Registration for Non-Members by 9/9/22-\$699 ea.
- Late One-Day Conference Registration for Non-Members by 10/7/22-\$799 ea.



**APLUS+ gratefully offers a 5% discount to organizations registering 5 or more attendees, and a 10% discount to organizations registering 10 or more attendees.*

All presenters receive a 10% discount plus double the chance to win a fabulous prize in our farewell drawing! (Discounts for presenters and multiple attendees may not be combined)

APLUS+ Conference Early Registration Deadline is Friday, September 9th, 2022

APLUS+ Conference 2022 Bahia Resort Hotel Room Reservations **SOLD OUT!**



Our 19th annual APLUS+ Network Conference will be hosted by the Bahia Resort Hotel, located on beautiful Mission Bay in San Diego, within a short walking distance of the beach, restaurants, shops, and the Belmont Amusement Park. Hotel room reservations for the 2022 APLUS+ Network Conference at the Bahia Resort Hotel are available at our conference group rate of \$179 per room (not including taxes and assessments), single or double occupancy.

Conference hotel room reservations may be made in one of two ways as follows:

- 1. Access the online link: **SOLD OUT!****
<http://www.bahiahotel.com/groupcode?code=APLUS>
- 2. Call Toll Free Reservations Line: **SOLD OUT!****
1-800-576-4229

Conference hotel room reservations at the APLUS+ Conference 2022 group rate must be secured no later than Thursday, September 29th, 2022

Bahia Resort Hotel Amenities & Perks

- ✓ Complimentary On-Site parking (\$35.00 per day value)
- ✓ No added daily resort fee (\$30 per day value)
- ✓ High speed internet access in guest rooms and public areas
- ✓ Two in-room bottled waters per day
- ✓ Use of cabanas at private beach (subject to availability)
- ✓ Access to fitness center, pool, and whirlpool
- ✓ \$20.00 spa discount at the Catamaran Spa, based on booking a 50 minute or longer treatment with advance reservations

The Bahia Resort Hotel is located on Mission Bay, just minutes from the San Diego International Airport. The address is:

**Bahia Resort Hotel
998 W. Mission Bay Drive, San Diego, CA. 92109**

APLUS+ Conference 2022 Hotel Room Reservations Update:

As mentioned in the previous section, our APLUS+ Conference 2022 overnight room block at the Bahia Resort Hotel is now sold out. We have therefore secured arrangements with two other local hotels that are located in close proximity to the Bahia Resort Hotel for overflow room reservations as follows:

Hotel Room Overflow Option 1:

The Dana on Mission Bay Hotel

(a short driving or walking distance from the Bahia Resort Hotel)

**1710 W Mission Bay Drive
San Diego, California 92109
Reservations: (800) 445-3339**

The Dana on Mission Bay Hotel is a short distance across a West Mission Bay Drive overpass from our host hotel, The Bahia Resort. You can check it out by clicking here:

<https://www.thedana.com/>

APLUS+ Conference 2022 Special Rate:

The Dana on Mission Bay Hotel has offered APLUS+ Conference 2022 attendees a special conference overflow discount rate of **\$149 per room**, single or double occupancy, not including taxes and fees.

APLUS+ Conference 2022 Dana on Mission Bay Hotel Reservations:

To make your hotel room reservations, please contact the Dana on Mission Bay Hotel directly by calling:

Reservations: 1-800-445-3339

Be sure to mention that you are making a hotel room reservation under **"APLUS+ Overflow Rooms"** in order to take advantage of our special discount rate.

Resort Amenities

- Discounted Daily Resort Fee at \$16.00 (\$32.00 Value)
- Waived Overnight Parking (\$25.00 Value)
- Group Rate is available 3 days pre/post conference dates

Hotel Room Overflow Option 2:

The Catamaran Resort Hotel and Spa

(sister property to the Bahia Resort)

**3999 Mission Boulevard
San Diego, California 92109
Reservations: (858) 488-1081**

The Catamaran Resort Hotel and Spa is a sister property to our host hotel, the Bahia Resort Hotel. You can check it out by clicking here:

<https://www.catamaranresort.com/>

The Catamaran Resort Hotel and Spa is located about a mile and a half north of the Bahia Resort Hotel along the north shore of Mission Bay. You can take a look at the map location by clicking here: <https://www.catamaranresort.com/location>



continued

APLUS+ Conference 2022 Special Rate:

The Catamaran Resort Hotel and Spa will honor the same \$179.00 APLUS+ Conference group rate with a waived resort fee as we have with the Bahia Resort Hotel, not including taxes.

APLUS+ Conference 2022 Catamaran Resort Hotel Reservations:

To make your hotel room reservations, please contact the Catamaran Resort Hotel and Spa directly by calling:

Reservations: 1-858-488-1081

Be sure to mention that you are making a hotel room reservation with the **"APLUS+ Overflow Group"** in order to take advantage of our special discount rate.

Room Amenities

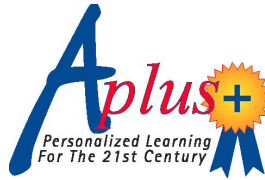
- High Definition TV with DirectTV
- iHome for your iPhone
- WiFi
- Wake-up Service
- In-room Laptop Size Safe
- Mini Refrigerator
- Bathrobes
- Personal Care Amenities
- Iron and Ironing Board
- Hairdryer
- Microwave (available upon request)

Resort Amenities

- Complimentary Wi-Fi access in guest rooms and public areas
- Bird exhibit
- Use of beach chairs and umbrellas (subject to availability)
- Towels at the resort pool, access to indoor/outdoor bay front fitness center
- Access to outdoor swimming pool and whirlpool
- Two in-room bottled waters per day
- USA Today newspaper in the lobby each morning
- complimentary local and domestic long-distance phone calls.



Wishing All APLUS+ Conference 2022 Attendees a Bon Voyage!



APLUS+ Conference 2022 Policies

COVID Protocols

For the safety and comfort of all of our conference guests, APLUS+ will honor and abide by whatever COVID-related safety protocols may still be in effect in October 2022 that may be mandated either by the state, region or Bahia Resort Hotel.

Wellness Support

As we offered during our Conference 2021 at the Sheraton Park Anaheim Resort, APLUS+ will continue to offer all conference 2022 attendees who request them an assortment of daily immune-boosting vitamin supplements, pocket-sized hand sanitizers, and face masks.

Registrations

Our APLUS+ online registration form: <https://aplusnetwork.wufoo.com/forms/mq90pns1onao7w/> can accept up to 15 attendees from each organization. For more than 15 attendees, simply fill out one or more additional registration forms online as needed. Our early registration deadline is Friday, September 9th, 2022, and registration forms and payment must be received by this deadline to take advantage of the early registration discount. All conference registrations must be completed and received in advance of the conference and are due no later than Friday, October 7th, 2022. There will be no onsite registration services available.

Substitutions

Unpredictable and unanticipated circumstances always occur that necessitate last minute changes in who is able to attend our conference. Therefore, substitutions for registered attendees are welcome as needed and will be honored until Friday, October 14th, 2022 by 5:00 pm.

Cancellations and Refunds

If a school or organization must cancel one or more registrations outright, a full refund of an attendee's conference fee will be given if notification of the attendee's cancellation and a request for a refund is submitted in writing no later than Friday, September 30th, 2022, by 5:00 pm PDT. Due to our annual requirement to front the majority of costs for materials, food, and other conference related fees for each attendee well in advance of the conference date, refunds are not available for any cancellation notice and refund request submitted after September 30, 2022.

Invoices

Our APLUS+ conference registration policy is to issue and send invoices for conference registrations only upon request. **PLEASE NOTE: If you require an invoice for processing conference payment, PLEASE REQUEST IT IN ADVANCE ON THE ONLINE REGISTRATION FORM AT THE TIME YOU SUBMIT YOUR CONFERENCE REGISTRATIONS!** For those requesting invoices, a purchase order number is much appreciated along with your conference registration form for reference on your conference invoice, as well as the email address of the individual to whom the invoice should be sent.

Payments

Schools or organizations with more than one representative attending may submit one payment to cover fees for all attendees. Please make checks payable to APLUS+. APLUS+ can accept direct credit card payments online via Paypal. On your online conference registration form, please indicate if you would like to make payment via Paypal and a Paypal invoice will be emailed to you. Payments must be received in advance of the conference and are due no later than Friday, October 7th, 2022.

Late Payments

All payments must be received in advance of the conference and are due no later than Friday, October 7th, 2022. Payments that are not received by the beginning of the conference will be subject to a 10% late fee based on the total amount due.

Coversheet

Approval of Student Chromebooks

Section: VIII. Business/Financial Services
Item: B. Approval of Student Chromebooks
Purpose: Vote
Submitted by:
Related Material: Chromebook Order.pdf

BACKGROUND:

Excel Academy Charter Schools will begin to have a new learning pathway for our students called Virtual Elementary. These students will be in grade specific classes with an assigned teacher with both synchronous and asynchronous learning opportunities. The students will be provided with a set curriculum, taught by the grade level teacher, and a Chromebook for use with the lessons and assignments.

RECOMMENDATION:

It is recommended the Board approve the Student Chromebook order as presented.



Vivacity Tech PBC
 641 Fairview Ave N, Suite 150
 Saint Paul, MN 55104
 +1 8777312069
 ap@vivacitytech.com
 www.vivacitytech.com

INVOICE

BILL TO

Excel Academy

SHIP TO

 1 TECHNOLOGY DR
 STE I811
 IRVINE, CA 92618
 United States

INVOICE # 223144-1

DATE 05/20/2022

DUE DATE 06/19/2022

TERMS Net 30

SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	SALES REP
05/20/2022	ABF Freight	200998375	265462059	Jenna Tamburino

ACTIVITY	QTY	RATE	AMOUNT
Sales HP 11A G8 EE Chromebook (436C7UT)	200	199.99	39,998.00T
Sales Vivacity Tech White Glove Service (SVC-WG)	200	0.00	0.00
Sales Vivacity Tech Asset Tagging Service - Customer Provided (SVC-CS-ATAG)	200	0.00	0.00
Sales Vivacity Tech 10-Unit 11" Green Shipping Box (VT10GNS-11)	1	0.00	0.00
Sales Google Chrome OS Education License (CROSSWDISEDUNEW)	200	32.00	6,400.00

SUBTOTAL	46,398.00
TAX	3,099.85
TOTAL	49,497.85
BALANCE DUE	\$49,497.85

WE HAVE MOVED!
 Please note our new address at 641 Fairview Ave N, Saint Paul, MN 55104

Coversheet

Approval for Additional Sage Intacct User Licenses

Section: VIII. Business/Financial Services
Item: C. Approval for Additional Sage Intacct User Licenses
Purpose: Vote
Submitted by:
Related Material: Sage Intacct User Licenses.pdf

BACKGROUND:

On May 12, 2022, the Board of Directors approved the renewal of Sage Intacct Accounting Service for the fiscal year 2022-23. Sage Intacct Accounting Service is an automated, paperless workflow accounting and reporting tasks used by the Charter School. Due to the closure of the Collaborative Charter Services Organization, additional business licenses are needed for the accounting staff to process and accounting reporting and functions.

RECOMMENDATION:

It is recommended the Board approve the additional Sage Intacct user licenses as presented.



Date: 08-Feb-2022
 Offer Expires: 03-Mar-2022
 Quote #: Q-279725

Renewal Order Schedule

Prepared For:
Name: Tim OBrien
Company: The Collaborative Charter Services Organization
Address: 100 E. San Marcos Blvd Suite 350
 San Marcos, CA 92069
Phone: 9095347288
Email: tobrien@sageoak.education

Bill To:
Name: Yvette Spendler
Company: The Collaborative Charter Services Organization
Address: 100 E. San Marcos Blvd Suite 350 San Marcos, CA 92069
Phone: (760) 494-9646
Email: yspendler@collaborativeco.org

Terms

Term Length: 12 (months)
Subscription Period: 15-Apr-2022 through 14-Apr-2023
Invoicing Frequency: Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced annually at the beginning of each paid subscription period.
Payment Terms: Net 30 from date of invoice.

Products
Sage Intacct Services

Product Name	Description	Quantity	Net Price Each	Total Price
Intacct Financial Management (for a Single Business Entity)	Intacct Financial Management includes the following - General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Standard Reports, Dashboard, Customization Services.	1.00	5,415.00	5,415.00
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	20.00	2,736.00	54,720.00
Intacct Employee User 10 Pack	Ten (10) additional employee user pack with limited access rights which include: Read only access to the Dashboard; Ability to enter/ approve expense reports, timesheets and/or purchase requisitions. Also includes read only access to any additional applications built on the Intacct Platform.	3.00	1,425.00	4,275.00
Intacct Platform Services - Standard	Intacct Platform - Standard includes the ability to deploy up to 2 applications on the Intacct Platform with up to 10 custom objects and 10,000 custom records. A minimum of Standard is required for the deployment of any Platform application, including Intacct Ready Partner or other 3rd party applications.	1.00	0.00	0.00
Intacct Collaborate	Intacct Collaborate enables in-context team communication around transactions and other key elements of Intacct. It captures dialogue and decisions for later reference, in Intacct, your system of record. If you use Salesforce, you have the option of further streamlining communication between your Salesforce users and Intacct users for cross-team communication for all synchronized objects. Salesforce synchronization requires Intacct CRM Integration for Salesforce.	1.00	0.00	0.00
Intacct Buy With Confidence Guarantee	Our "Buy With Confidence" program applies to the Sage Intacct Services and includes guaranteed system uptime and disaster recovery protection. Details of the Buy With Confidence program are available at https://www.sageintacct.com/customer-terms.	1.00	0.00	0.00
Intacct Essential Support	Essential Support is included as part of the Intacct subscription for all Direct Customers. Essential Support gives your company direct access to the Intacct Customer Community – a path to submit cases, check the status of cases and search our comprehensive knowledgebase for answers to questions. This is also where your company can recommend product enhancements as well as vote on product enhancement requests submitted by others. Support hours 24X5 M-F, P1; US Holidays and after hours support available for P1 cases; access to support via phone or Intacct Community for two designated users; all submitted cases will receive an acknowledgement within 1 business hour (P1), 4 business hours (P2), 8 business hours (P3); via Case Comment and email notification, or by phone.	1.00	0.00	0.00
Intacct Application Hosting, Infrastructure and Security Services	Hosting of Intacct Applications at a secure top tier data center, and disaster recovery services at a separate secure data center in a different geographic locale, described in detail in the Buy With Confidence program. Additionally, data is backed up to tape and stored off-site.	1.00	0.00	0.00

SOCS - 46.36%	EACS - 21.63%	CPCS - 15.35%	MYA - 5.50%	PAAE - 5.15%	CSO - 6.01%
\$2,510.39	\$1,171.26	\$831.20	\$297.83	\$278.87	\$325.44
\$25,368.19	\$11,835.94	\$8,399.52	\$3,009.60	\$2,818.08	\$3,288.67
\$1,981.89	\$924.68	\$656.21	\$235.13	\$220.16	\$256.93
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

tobrien@sageoak.education

Exhibit A

Additional Terms and Conditions

The following terms are added to, and in the event of a conflict prevail over, the Terms:

- Intacct Financial management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.
- *The Buy With Confidence Program and any agreement between the parties concerning the EU General Data Protection Regulation (GDPR) or the Health Insurance Portability and Accountability Act (HIPAA), if any, shall not apply to the Sage Intacct Budgeting and Planning Services.*

Coversheet

Approval of Tutor.com Subscription Renewal

Section: IX. Education Student/Services
Item: A. Approval of Tutor.com Subscription Renewal
Purpose: Vote
Submitted by:
Related Material: Excel Academy Charter Tutor.com Renewal 2022-23 (1).pdf

BACKGROUND:

Tutor.com offers on-demand tutoring requests 24/7. The service is affiliated with the Princeton Review and provides additional student resources such as test prep including SAT support. Parents and students may schedule tutoring sessions or log in for more immediate support. There are both asynchronous and synchronous support options with live, whiteboards for visual tutoring. All tutors go through a background check and ongoing review. They are unique in that they provide 1:1 tutoring sessions and record all sessions with a transcript; this provides security and allows students to go back and preview the session.

RECOMMENDATION:

It is recommended the Board approve the Tutor.com subscription renewal as presented.

Master Services Agreement

This Master Services Agreement (“Agreement”) is made as of the date of last signature below (the “Effective Date”) between TPR Education, LLC d/b/a The Princeton Review (“TPR”) and Excel Academy Charter School (“Customer”).

1. Services. TPR will perform or provide to Customer the services (“Services”) set forth in the attached Statement of Work (“SOW”) or subsequent SOWs that may be executed by the parties. Any such SOW will be incorporated herein by reference. Additional units of the Services on a SOW may be ordered by email request from the Customer representative listed in the SOW. Absent the execution of a SOW (other than the SOW attached to this Agreement), this Agreement does not, in and of itself, represent a commitment by TPR to provide Services to Customer.

2. Term. The term of this Agreement is from the Effective Date through the date of termination by either party. The initial term for any SOW is specified on that SOW.

3. Termination; Service Suspension.

a. Either party may terminate this Agreement or any SOW immediately upon notice to the other party if the other party (i) materially breaches this Agreement or such SOW and fails to remedy such breach within 30 days after receiving notice of the breach; (ii) materially breaches this Agreement or such SOW in a manner that cannot be remedied; or (iii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business. All SOWs will automatically terminate upon termination of this Agreement. Either party may terminate this Agreement upon 30 days prior written notice to the other if no SOW is in effect.

b. TPR may suspend Customer’s access to the Services if payment is 30 days past due.

c. Upon termination of this Agreement, Customer will deliver to TPR all TPR-owned equipment, supplies, TPR's Confidential Information (as defined below), and TPR Intellectual Property (as defined below), or copies thereof, in electronic format or otherwise, in Customer’s possession or under its control. Upon request, Customer will certify to TPR that to the best of its knowledge all of TPR's Confidential Information and TPR Intellectual Property required to be delivered under this Agreement have been delivered and copies that have not been delivered have been deleted or destroyed.

4. Fees; Payment Terms. Customer agrees to pay the fees set forth on any SOW for Services according to the following terms:

a. Payment is due within 30 days from the invoice date, unless otherwise specified in the applicable SOW.

- b. For courses and Teacher-to-Teacher training, TPR may invoice Customer upon start of the course or training, unless otherwise provided in the applicable SOW.
- c. For courses with per student fees, all final fees and billing will be based on the number of students on the Roster, as outlined below. Withdrawal of a student from a Service after delivery of the Roster will not result in a reduction of the calculated fee or a refund.
- d. If TPR has not received payment of the invoiced amount when due, TPR will be entitled to recover from Customer all undisputed invoiced amounts, plus interest on all amounts owed at the highest rate allowed by law.
- e. Customer is responsible for all taxes, except for taxes on TPR's income, unless Customer provides a state tax exemption certificate. If Customer fails to submit to TPR a copy of its state tax exemption certificate, Customer will be invoiced taxes.

State Tax Exempt:

If exempt, enter State Tax Exempt Number and upload Certificate of exemption.

5. Services Terms.

- a. Courses. If courses, whether in-person or online, are included in the Services, Customer will provide TPR with assistance needed to set up and launch the Services, including but not limited to:
 - i. A coordinator for the Services.
 - ii. A roster of students enrolled for each of the TPR-led courses, in an electronic format, by the 14th calendar day from the start of the course (the "Roster"). The Roster will contain the first name, last name and email address for each enrolled student. TPR reserves the right to cancel a course without liability if fewer than the minimum number of students for a course, as specified on the applicable SOW, enroll in the course.
 - iii. Reasonable classroom facilities, at no cost to TPR, for delivery of any in-person Services to be provided, and, if available, security.

Customer will provide TPR with 48-hours advance notice of any changes to the schedule of a Service (except with respect to an event beyond Customer's reasonable control).

b. **Teacher-to-Teacher (T2T).** If Teacher-to-Teacher training is included in the Services, Customer agrees that only teachers who have been certified by TPR in TPR standards (“TPR Certified Teachers”) will teach a TPR program. TPR reserves the right to revoke the certification of any Customer teacher (i) who fails to maintain the confidentiality of the TPR’s Confidential Information, or (ii) who uses TPR’s Confidential Information outside the scope of this Agreement. Upon expiration or termination of the certification of any Customer teacher, including if such teacher leaves the employ of Customer, Customer will collect from such teacher and deliver to TPR all of TPR’s Confidential Information and other property of TPR, whether in tangible or electronic format, including teacher’s notes and summaries of any of TPR’s Confidential Information.

Any TPR Certified Teacher that will teach a TPR program for Customer must sign the standard TPR Teacher-to-Teacher Instructor Agreement.

6. Availability of Online Resources

a. TPR will use commercially reasonable efforts to make online resources available 24 hours a day, 7 days per week, subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond TPR’s reasonable control.

b. For any online resources, TPR has the right to change the content or technical specifications of any aspect of the online resources at TPR’s sole discretion. Such changes may result in Customer’s inability to access the online resource temporarily.

7. Confidentiality

a. “Confidential Information” means the terms of this Agreement and all information, materials, or technology provided by a party to the other party that is marked as “Confidential” or “Proprietary,” or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential, including but not limited to all student records containing Personally Identifiable Information, as defined below. “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the receiving party, (ii) is independently developed by the receiving party, (iii) was rightfully within the receiving party’s possession prior to disclosure by the disclosing party, (iv) is received from a third party which was not bound by a confidentiality obligation with respect to such information, or (v) is legally required to be disclosed, provided that the receiving party will notify the disclosing party before disclosing the Confidential Information. “Personally Identifiable Information” means any information that identifies or that could be used to identify any individual, including but not limited to, any individual student or parent name, address, personal identifiers such as Social Security numbers or school- or district-

issued student identification numbers, and any other information or combination of information that would make the identity of the student or parent easily traceable.

b. Except as otherwise provided in this Agreement, each party will retain the other party's Confidential Information in strict confidence, will use the other party's Confidential Information only for purposes of this Agreement, and will not disclose the other party's Confidential Information without the other party's prior written consent, provided that (i) the receiving party may disclose the disclosing party's Confidential Information to the receiving party's or its affiliates' personnel and contractors who need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement, and (ii) TPR may disclose Customer's Confidential Information if TPR believes, at its sole discretion, that an immediate disclosure is necessary to protect a student's or a third party's physical safety. If there is a breach of this Section 7, the disclosing party may suffer irreparable harm and will therefore be entitled to obtain injunctive relief in addition to any other available rights and remedies.

8. Data

a. Student Privacy Rights: Without limitation of its obligations under Section 7 above, TPR will take commercially reasonable measures to protect the Personally Identifiable Information of Customer's students consistent with Family Education Rights and Privacy Act and all applicable privacy laws.

b. Ownership and Use of Student Data: Student data collected by TPR in delivering Services will be the property of Customer. Customer grants TPR a limited license to use such student data, including practice test scores, actual test scores and score improvements, (i) in connection with the performance by TPR of its obligations to Customer, (ii) to help TPR analyze the efficacy of its programs, and (iii) for use in the marketing and promotion of TPR's programs; provided, that TPR will not disclose any Personally Identifiable Information contained in such data and will otherwise use such data in compliance with TPR's confidentiality obligation. To the extent permitted by law, Customer will cooperate with TPR to provide TPR with actual test scores of students for the tests prepared for under this Agreement solely for use by TPR in accordance with this section.

9. Intellectual Property Rights

a. TPR, on behalf of itself and its affiliates, hereby grants to Customer a nonexclusive, non-transferable license to use, and to permit its registered students and, if applicable, its teachers and administrators to use, the TPR Intellectual Property during the term of this Agreement solely in connection with the Services.

b. Customer acknowledges and agrees that (i) TPR and its affiliates retain all right, title and interest in and to the TPR Intellectual Property, and this Agreement conveys no rights to the TPR Intellectual Property other than the limited licenses set forth in the Agreement, and (ii) the TPR Intellectual Property embodies valuable confidential and secret

information of TPR and its affiliates, the development of which required the expenditure of considerable time and money. “TPR Intellectual Property” means TPR’s and its affiliates’ copyrights, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, documentation, specifications, designs, instructional methods, strategies, techniques and methodologies, and software programs and other technology, including but not limited to the Administrator Dashboard and the Online Student Portal, and all session transcripts and recordings, survey data and usage information.

10. Certain Obligations and Restrictions

a. Customer, including its students and teachers, will not: (i) copy, modify, alter, excerpt, create derivative works of, decompile, disassemble or otherwise reverse engineer the TPR Intellectual Property; (ii) delete or in any manner alter the copyright, trademark or other proprietary notices of TPR or its affiliates, if any, appearing on the TPR Intellectual Property, (iii) use the TPR Intellectual Property and other TPR Confidential Information to teach any class or course or for any other purpose, except in connection with Services, and (iv) disclose, reproduce, sell or distribute the TPR Intellectual Property to any third party. Customer will notify TPR promptly of any known or suspected infringement of the TPR Intellectual Property of which Customer becomes aware.

b. Customer will (i) ensure that access to the Services is properly limited to authorized users and that each account has a unique authorized user, and (ii) notify TPR promptly if Customer becomes aware of Services being used by an unauthorized person. If there is unauthorized use of a password or the Services, TPR may cancel that account. TPR reserves the right, at its sole discretion, to disable access to any online resource for any person who fails to comply with TPR rules and procedures applicable to the resource, including the Terms of Use on TPR’s website, and no credit or refund will be issued for such person.

c. Customer, including its students and teachers, will not upload to or distribute or publish through online resources provided under this Agreement any content (i) which is defamatory, threatening, abusive, or otherwise unlawful, (ii) which is vulgar, obscene or sexually explicit, (iii) which violates any person’s privacy or publicity rights, or (iv) which violates the intellectual property or other proprietary rights of any person.

d. Customer, including its students and teachers, will treat TPR's tutors and instructors with respect.

e. Customer, including its students and teachers, will not (i) interfere with or disrupt the online resources provided under this Agreement or (ii) upload to or distribute through such online resources any viruses, Trojan horses, worms, or other similar programs.

11. Representations and Warranties.

- a. Each party represents and warrants to the other that (i) it will comply with all applicable laws and regulations in connection with its performance under this Agreement and (ii) the individual signing this Agreement on its behalf has the authority to do so.
- b. TPR represents and warrants that it will perform the Services in a professional manner in accordance with industry standards. Customer's sole remedy for a breach of this warranty is re-performance of the particular Services that breached the warranty at no additional charge.
- c. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND TPR, ON BEHALF OF ITSELF AND ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION OF RESULTS FOR STUDENTS, SUCH AS ANY IMPROVEMENT IN TEST SCORES. SUCH RESULTS ARE DEPENDENT ON FACTORS OUTSIDE OF TPR'S CONTROL. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TPR MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SERVICE HEREUNDER OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES, TROJANS, MALWARE OR OTHER HARMFUL COMPONENTS OR THAT ALL DEFECTS IN THE SERVICES WILL BE CORRECTED.

12. Limitation of Liability. TPR AND ITS AFFILIATES WILL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY CHARACTER, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, RELATING TO THIS AGREEMENT, EVEN IF TPR OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TPR'S AND ITS AFFILIATES' AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TPR UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING SUCH CLAIM.

13. Notices. All notices relating to this Agreement must be in writing. Such notices must be sent by postage prepaid first-class mail, receipted courier service, facsimile, or email at the address below or to such other address as specified in writing and will be effective upon receipt.

The Princeton Review

Excel Academy Charter School

The Princeton Review	Excel Academy Charter School
Attn: Legal Department 110 E. 42nd St., 7th Floor New York, NY 10017	
Fax: (508) 663-5115	Fax:
Email: Legal@review.com	Email:

14. Miscellaneous. Customer agrees that during the term of this Agreement and for 1 year after it will not recruit, solicit for employment, employ, or help any other third party to recruit, solicit for employment or employ, any TPR employee with whom Customer had contact in connection with this Agreement. If there is a conflict between this Agreement and any SOW, this Agreement will control unless the SOW expressly provides otherwise. No provision of this Agreement will be deemed waived unless waived in writing. Sections 3, 4, 7, 8, 9, 12, 13, 14 and any other provisions which would reasonably be expected to survive the termination of this Agreement will so survive. The terms in any purchase order (other than the services, quantities, and prices) will not be binding on TPR. Neither party will be responsible for any delay of performance or failure to perform due to causes beyond its reasonable control. No joint venture, partnership, employment or agency relationship exists between the parties as a result of this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party; provided that TPR may assign its rights and obligations under this Agreement to an affiliate or in connection with a merger, reorganization, consolidation, or sale of all or substantially all of its ownership interests or assets. Subject to the preceding sentence, this Agreement shall be binding upon the parties and their permitted successors and assigns. There are no intended third party beneficiaries of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be governed by the laws of the state where Customer is located, without regard to its conflicts of law principles. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect and, so far as is reasonable and possible, effect will be given to the intent of the provision held invalid or unenforceable. This Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous oral or written negotiations, understandings, and agreements between the parties, concerning the subject matter of this Agreement. As TPR does not have contact information of parents or guardians of Customer’s students, Customer is responsible for obtaining any consent required under the Children’s Online Privacy Protection Act (COPPA) for TPR to collect and use the personal information of students under the age of 13 in order to perform its obligations under this Agreement.

Agreed and Accepted By	
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Agreed and Accepted By	
TPR Education, LLC	Excel Academy Charter School
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Statement of Work # 1

This is a Statement of Work ("SOW") under the Master Services Agreement between TPR Education, LLC d/b/a The Princeton Review ("TPR") and Excel Academy Charter School ("Customer"). TPR agrees to provide Customer with the Services and Customer agrees to pay TPR for the Services as specified below.

Customer Primary Contact	The Princeton Review Primary Contact
Name: Heidi Gasca	Name: Ed Ceja
Customer: Excel Academy Charter School	The Princeton Review
Address: 1 Technology Drive	Address: 110 E. 42nd St., FL 7
City, State Zip: Irvine, Ca 92618	New York, NY 10017
Telephone: 949-387-7822	Telephone: 323-697-9771
Email: hgasca@excelacademy.education	Email: eduardo.ceja@review.com

Customer Billing Contact	The Princeton Review Billing Contact
Name: Heidi Gasca	Customer Invoicing
Customer: Excel Academy Charter School	Please remit payment to address on invoice.
Address: same as above	Email: TPR_AccountsReceivable@review.com



Customer Billing Contact	The Princeton Review Billing Contact
City, State Zip: same as above	Telephone: 800-444-0189
Telephone: same as above	
Email(s): same as above	

Ordered Offerings: TPR agrees to provide Customer the offerings listed below.

Service Order Start Date: 8-1-2022

Service Order End Date: 7-31-2023

TPR Opp Number: 179607

Is a P.O. Required?

P.O. Number (if applicable)

Upload P.O. with Agreement if available

Product Name & Description	Per Unit Price	Minimum Quantity	Subtotal
Tutor.com Implementation Fee Price is per program and is billed upon execution of Service Order. One-time fee.	\$1,000.00	1	\$1,000.00
Tutor.com K-12 Student Center - Student Licenses Price is per contract term and is billed upon execution of Service Order.	\$35.00	500	\$17,500.00

Subtotal **\$18,500.00**

Total \$18,500.00

Additional Terms for Tutor.com Services

a. Fees: For Tutor.com services, TPR may invoice Customer upon execution of the SOW for the services and upon the start of any renewal term of the SOW, unless otherwise provided in the SOW.

b. Service Terms: TPR will set up the Tutor.com services for launch on a date mutually agreeable to the parties. Customer will provide TPR with all information and other cooperation needed to set up and launch the Tutor.com services. Customer acknowledges and agrees that although TPR offers a variety of authentication methods through which Users may access the Tutor.com services, Customer is responsible for determining the authentication method to be used.

i. During the term of this Statement of Work, additional student licenses in excess of the number set forth in this Statement of Work may be purchased under this Statement of Work by Customer for the then-current term at a rate of \$ 35/Hour by an email from Customer's Authorized Representative (identified below) to TPR's Primary Contact at his/her email address set form above, setting forth the number of additional student licenses being purchased. Such purchase will be deemed accepted and may be invoiced, upon provision of the additional hours to Customer's Users in excess of the originally ordered number. For purposes of this Statement of Work, Customer's Authorized Representative will be Heidi Gasca. Customer may change Customer's Authorized Representative by providing notice to TPR in accordance with the Agreement.

ii. TPR reserves the right to change the fees for any renewal term by giving Customer written notice of such change no later than 45 days prior to the end of the then-current term. For clarity, other Services included in the SOW do not automatically renew unless the SOW provides otherwise.

c. Availability of Online Resources: Tutor.com services are offered on 361 days of each standard year, and 362 days of each leap year. Tutor.com services are unavailable on January 1, July 4, Thanksgiving Day, and December 25. On those holidays, the Tutor.com services close beginning at 2:00 a.m. and they reopen at 2:00 a.m. on the following day. En Español is available from 2:00 p.m.2:00 a.m. All times are Eastern times. Newer subjects may have more limited hours than those listed in a SOW. The availability of the Tutor.com services is subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond TPR's reasonable control. The foregoing is as of the Effective Date. TPR may change the dates and hours of availability of services, and will notify Customer of any such changes.

d. Intellectual Property Rights: All marketing and other communications by Customer and Customer web pages that refer to Tutor.com services must include the Tutor.com logo as provided by TPR or the words "Powered by Tutor.com, a Service of The Princeton Review®." Except as set forth in the preceding sentence, neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent.

Coversheet

Approval of PresenceLearning Platform for Speech & Language Pathologists Renewal

Section: IX. Education Student/Services
Item: B. Approval of PresenceLearning Platform for Speech & Language Pathologists Renewal
Purpose: Vote
Submitted by:
Related Material: Excel Academy Charter Schools Presence Learning.docx (1).pdf

BACKGROUND:

Presence Learning is a virtual organization that offers assessments and designated instructional services for Special Education students through a unique and effective platform. By using a number of cameras and tools, Presence Learning is able to accurately assess students in order to create reports to inform the student's IEP. With this platform, our Speech Language Pathologist will be able to effectively assess our students virtually for speech needs.

RECOMMENDATION:

It is recommended the Board approve the PresenceLearning platform renewal as presented.



School Year 22-23 Quote
PresenceLearning Therapy Essentials for
Excel Academy Charter Schools

PRICING AND SERVICES *The pricing runs from July 1, 2022 through June 30, 2023.*

Services/Product	Quantity/User	Per User Fee	Subtotal
Therapy Essentials For SLP no assessments	1	\$1200	\$1200
Therapy Essentials For SLP +Assessments	3	\$2400	\$7200
Therapy Essentials +Psychoeducational Assessments	0	\$0	\$0
Therapy Essentials + Academic Achievement	0	\$0	\$0
			\$8,400.00

** No monthly usage fee. One flat annual rate per license.

Coversheet

Approval of Goalbook Renewal

Section: IX. Education Student/Services
Item: C. Approval of Goalbook Renewal
Purpose: Vote
Submitted by:
Related Material: Excel Academy 22_23 Goalbook.pdf

BACKGROUND:

Goalbook supports special education teachers, school psychologists, and related service providers with designing IEP goals and instructional plans that respond to the different ways students learn and their individual needs. All of the content in Goalbook Toolkit is aligned to state standards and research-based frameworks for differentiating instruction, including Universal Design for Learning. Goalbook includes content for Pre-K to Grade 12 in Reading, Writing, Math, and Speech, in addition to Behavior, Social and Emotional Learning, Autism, Occupational Therapy, Alternate Academic and Life Skills, and Transition. It contains strategies and ready to use support that is aligned to the UDL framework to develop scaffolded instruction at mild, moderate and intense levels of support. The SPED department has been using Goalbook to support goal writing and progress monitoring for two school years, accessing over 3,000 resources during the 21-22 school year alone.

RECOMMENDATION:

It is recommended the Board approve the Goalbook renewal as presented.



Enome, Inc. (Goalbook)

P.O. Box 1289

San Mateo, CA 94401

Phone: 1-855-207-5443

Fax: (650) 284-0432

FEIN: 45-2540420

Invoice 1001-3874

Excel Academy (CA)

1 Technology Dr ste i-811
Irvine, CA 92618

04 Mar 2022

Due 30 Jun 2022 (118 days)

Qty	Unit	Description	Price	Total
1.0	Product	Special Education Department Membership - Goalbook Toolkit access for up to 21 users, including all Goalbook Services	\$12,495.00	\$12,495.00
			Subtotal:	\$12,495.00
			Total Due:	\$12,495.00

Invoice Notes

Goalbook Toolkit Special Education Department Membership - Goalbook Toolkit access for up to 21 total users in Excel Academy, active through June 30, 2023.

Goalbook services include:

- Initial webinar training
- Access to ongoing webinars that feature a variety of content areas to build teacher capacity for improving instructional practice
- Analytics services for leadership upon request
- Dedicated Goalbook Success team member to work in partnership with district and school implementation leads throughout the year
- Dedicated Goalbook help desk and technical support

If a Purchase Order is generated, you can email it to support@goalbookapp.com or fax to (650) 284-0432, and we will add the PO # to this invoice.

This order form is entered into and effective as of the form date set forth above by and between Enome, Inc. and the Client identified above. This order form incorporates the Goalbook Client Terms and Conditions (goalbookapp.com/c-terms) (collectively the "Agreement"). By paying the fees above, you signify that you have read, understood, and agree to be bound by the Agreement, and that you have the authority to bind your organization to the Agreement.

Coversheet

Approval to Amend Board Policy 9250-EACS Remuneration, Reimbursement and Other Benefits - Monthly Compensation Rate for 2022-2023

Section: X. Policy Development
Item: A. Approval to Amend Board Policy 9250-EACS Remuneration,
Reimbursement and Other Benefits - Monthly Compensation Rate for 2022-2023
Purpose: Vote
Submitted by:
Related Material:
EACS BB 9250 Remuneration, Reimbursement and Other Benefits_.docx (1).pdf
EACS BB 9250 Remuneration, Reimbursement and Other Benefits (1).pdf

BACKGROUND:

9250-EACS Remuneration, Reimbursement, and Other Benefits
Revisions were made to this policy to state that compensation for Board Members will not exceed \$100/month annually, whereas before it stated compensation will not exceed 5%.

RECOMMENDATION:

It is recommended the Board take action to establish the monthly compensation rate for the 2022-23 school year.

Fiscal Impact: Amount not to exceed \$6,000.00

BOARD BY-LAWS

9250-EACS

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Compensation

Each member of the Board of Directors (Board) may receive a monthly compensation of \$500.00.

On an annual basis, the Board may increase the compensation of Board members in an amount not to exceed \$100.00/month annually based on the present monthly rate of compensation.

Board members are not required to accept payment for meetings attended.

A member may be compensated for meetings they missed when the Board finds that they were performing designated services for the non-profit corporation that operates charter school(s) at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

Student Board members shall receive no compensation for meetings attended.

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting.

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the non-profit corporation. Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies established for the non-profit corporation personnel and at the same rate of reimbursement.

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board.

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the non-profit corporation's interests; attendance at the non-profit corporation or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on the non-profit corporation-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while at the non-profit corporation.

BOARD BY-LAWS

9250-EACS

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent/CEO or designee before the expense is incurred.

BOARD BY-LAWS

9250-EACS

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

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9250-EACS

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