



Excel Academy (CA)

Board of Directors Study Session

Published on April 5, 2024 at 1:18 PM PDT

Date and Time

Thursday April 11, 2024 at 10:45 AM PDT

Location

Excel Academy Charter School
|
1 Technology Drive, Ste I-811
Irvine, CA 92618

Regus- Gateway Chula Vista
333 H Street, Suite 5000
Chula Vista, CA 91910

Zoom Meeting Information:

Meeting ID: 868 0647 1227

Dial In: +1 669 444 9171 US

URL: <https://us06web.zoom.us/j/86806471227>

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			10:45 AM
A. Call the Meeting to Order		William Hall	1 m
B. Record Attendance		William Hall	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Susan Houle, Member			
Larry Alvarado, Member			
II. Pledge of Allegiance			10:47 AM
A. Led by Board President or Designee			1 m
III. Approve/Adopt Agenda			10:48 AM
A. Agenda	Vote	William Hall	1 m
It is recommended the Board of Directors adopt as presented, the agenda for the Board Study Session of April 11, 2024.			
Roll Call Vote:			
William Hall			

	Purpose	Presenter	Time
Michael Humphrey			
Steve Fraire			
Susan Houle			
Larry Alvarado			
Moved by _____	Seconded by _____	Ayes _____	Nays _____
		Absent _____	

IV. 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.

V. Oral Presentations

10:49 AM

A.	Annual Review of Executive Director/CEO Employment Agreement, Job Description, and Evaluation - Presented by Megan Anderson, Assistant Director of Human Resources	Discuss	Megan Anderson	20 m
	A. Employment Agreement Review			
	B. Job Description Review			
	C. Evaluation Update			
B.	Artificial Intelligence (AI) at Excel Academy: An Overview - Presented by Lauren Hansen, Senior Communications Coordinator	Discuss	Lauren Hansen	30 m
	A. AI in Education			
	B. Limitations of AI			
	C. Benefits of AI			
	D. AI Policy for Students			

VI. Calendar

The next Regular Board meeting will be held on May 9, 2024.

	Purpose	Presenter	Time
VII. Closing Items			11:39 AM
A. Adjourn Meeting	Vote	William Hall	1 m
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

Annual Review of Executive Director/CEO Employment Agreement, Job Description, and Evaluation - Presented by Megan Anderson, Assistant Director of Human Resources

Section: V. Oral Presentations

Item: A. Annual Review of Executive Director/CEO Employment Agreement,
Job Description, and Evaluation - Presented by Megan Anderson, Assistant Director of Human
Resources

Purpose: Discuss

Submitted by:

Related Material:

H._Gasca_Agreement.pdf

CEO_Executive Director-2024_2025.pdf

2023_24 Excel Academy Charter Schools Executive Director Self Evaluation, Reflection and Evid
ence (3).pdf

April 11, 2024- Study Session - Executive Director Contract Overview.pdf

Executive Director's Contract Public Notice.pdf



EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective as of June 22, 2023, by and between the Excel Academy (Charter School), a public school of the State of California ("Charter School") and Heidi Gasca, an individual referred to herein as "Executive Director/CEO."

WHEREAS, the Board of Directors ("Board") desires to employ the Executive Director/CEO as the Executive Director/CEO of the Charter School, and the Executive Director/CEO desires to accept employment as the Executive Director/CEO of Charter School upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2025, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

Should the Executive Director/CEO receive a satisfactory evaluation pursuant to Section 16 after the first year of this Agreement, this Agreement will be automatically extended for one additional year, so long as the term of the Agreement does not at any time exceed 3 years.

The Charter School shall provide the Executive Director/CEO with at least 120 days written notice prior to the expiration of this Agreement of the intention of the Charter School not to renew the Agreement. Failure to give such notification shall result in the renewal of this Agreement as if notice had not been provided.

2. EMPLOYMENT DUTIES AND RESPONSIBILITIES

The Board hereby employs the Executive Director/CEO as the Executive Director/CEO of the Charter School, and the Executive Director/CEO accepts employment as the Executive Director/CEO of the Charter School. In said capacity, the Executive Director/CEO shall do and perform all services, acts, or tasks, necessary or advisable, to manage and conduct the business of the Charter School. Without limiting the foregoing, the Executive Director/CEO (or Executive Director/CEO's designee) shall perform the job duties as outlined in the board approved job description.

2.1 Responsible for Personnel

Subject to approval by the Board of the CEO/Executive Director's recommendations, the CEO/Executive Director shall have the authority of organizing, reorganizing, and arranging the

administrative and supervisory staff that in her judgment would best serve the Charter School, and determine all personnel matters, including, without limitation, selection, assignment, and transfer of employees.

The CEO/Executive Director shall review all policies under consideration by the Board and make appropriate recommendations to the Board.

2.2 Professional Growth

Endeavor to maintain and improve the Executive Director/CEO's professional competence by a variety of means, including, without limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

2.3 Credentials/Licenses

Obtain and maintain all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill the Executive Director/CEO's obligations as the Executive Director/CEO of the Charter School.

2.4 Board Liaison

Serve as liaison between the Board and the Board's representatives with respect to all employer-employee matters, and make recommendations to the Board concerning those matters.

2.5 Attend All Board Meetings

The Executive Director/CEO shall be entitled to attend all regular, special and closed session meetings of the Board, and shall serve as an ex officio member on any and all Charter School committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the Charter School.

2.6 Board Refer Complaints

The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Executive Director/CEO for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

2.7 Board/Executive Director/CEO Facilitator

In addition to directing all complaints/criticisms/suggestions concerning the Charter School or any of its personnel directly to the Executive Director/CEO as set forth above, the Board agrees that it shall work with the Executive Director/CEO in a spirit of cooperation and teamwork, and shall provide her with periodic opportunities to discuss Board/Executive Director/CEO relationships. Whenever it is deemed desirable by either a majority of the Board of Directors, or by the Executive Director/CEO, an outside advisor will be mutually selected by the Board and the Executive Director/CEO, and shall be paid for by Charter School, to facilitate discussion of the relationships of the Board and the Executive Director/CEO, in advancement of the best interests of the Charter School.

2.8 Board/Executive Director/CEO Relations

The Board recognizes that it is a collective body and each Board member recognizes that their authority as a Board member is derived from collective deliberation and action of the Board as a whole in a duly constituted meeting. It is understood that the Executive Director/CEO takes direction from the Board as a whole and not from individual Board members. Individual Board members will not give directions to the Executive Director/CEO or any staff member regarding the management of the

Charter School of the solutions for specific problems. Pursuant to Board protocols and Bylaws, the Board will refer criticisms, complaints and suggestions brought to the attention of the Board, or any member thereof, to the Executive Director/CEO. It is the Executive Director/CEO's responsibility to share with the President of the Board any significant item brought to her by an individual Board member.

2.9 Assigned Other Duties

This is an agreement for the performance of professional services as Executive Director/CEO of the Charter School. In recognition of the purposes of this Agreement, the Executive Director/CEO shall not be assigned to any other position or have her duties assigned to others without the Executive Director/CEO's consent. No policy or bylaw of the Charter School shall diminish the Executive Director/CEO's statutory or contractual authority. All duties assigned to the Executive Director/CEO by the Board shall be appropriate to and consistent with the professional role and responsibility of the Executive Director/CEO. The Executive Director/CEO shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Executive Director/CEO's position and necessary for the adequate performance of her duties.

OBLIGATIONS OF THE CHARTER SCHOOL

The Charter School shall provide the Executive Director/CEO with the compensation, incentives, benefits, technology and business expense reimbursements specified in this Agreement.

3. SALARY

3.1 Base Salary and Board Adopted Salary Schedule

Having the goal of providing the Executive Director/CEO with consistent salary increases in accordance with CalSTRS Creditable Compensation Guidelines adopted January 1, 2015, and in an effort to maintain equity with other certificated personnel, the Executive Director/CEO shall be placed on the appropriate step of a Board adopted Salary Schedule. Based on this information, the Charter School shall pay the Executive Director/CEO an annual salary of \$197,923. Charter School shall pay the Executive Director/CEO an annual salary of The percentage step increases on the salary schedule shall be aligned with other Administrative Salary Schedules adopted by the Charter School. The Executive Director/CEO shall receive a step increase beginning on July 1 each year of the Agreement. The Executive Director/CEO shall also receive any COLA increases approved by the Board and applied to the administrative salary schedule during the term of the contract.

3.2 Additional Adopted Salary Increases

The Executive Director/CEO shall receive such annual increases in salary as may be agreed to by the Executive Director/CEO and the Board and also included in this agreement, subject to Section 13.6 of this Agreement. In addition, the Board may agree to provide the Executive Director/CEO with additional increases in the Board's sole discretion. In accordance with Government Code Section 3511.2(a), any additional pay or step increase resulting from the extension of this Agreement following a satisfactory evaluation as provided under Section 1 of this Agreement shall require the express approval of the Board at a regularly scheduled board meeting.

Actual salary placement during the term of the contract, may be adjusted in response to Charter School's funding level or fiscal health. Any salary adjustment will be discussed between the Executive Director/CEO and the Board. Final determination of salary placement will be at the sole discretion of the Board of Directors to most closely align with any changes determined for all staff.

3.3 Masters and Doctoral Remuneration in Addition to Salary

In recognition of his/her Masters Degree and earned Doctorate from an accredited university, the Executive Director/CEO shall also receive annual increments of \$2,000 for the Masters Degree. These increments shall be considered salary for tax purposes and will be paid on a prorated monthly basis. Compensation for advanced degrees shall serve as part of the base salary for any future salary increases approved by the Board.

It is also agreed and understood between the parties that the Charter School's contribution of the amounts provided in this Section (or any subsequent modification of these amounts per said purpose) shall be reported to STRS as "creditable compensation" for purposes of Education Code Sections 22119.2(a) and (a)(5).

4. EXPENSE ALLOWANCES

4.1 Expense Reimbursement The Executive Director/CEO shall be reimbursed for actual and necessary expenses that are naturally incurred as the Executive Director/CEO conducts the Charter School's Business. The Executive Director/CEO shall submit all expense claims with documentation on a monthly basis.

4.2 Travel Expenses

The Executive Director/CEO shall be reimbursed for travel expenses in accordance with Charter School policies and procedures.

4.3 Cell Phone Allowance

The Executive Director/CEO shall receive a monthly cell phone /internet allowance of \$50.00. This allowance shall not be reported as STRS creditable compensation.

5. CHARTER SCHOOL PROVIDED TECHNOLOGY DEVICES

The Charter School shall provide the Executive Director/CEO with appropriate technology including a laptop, tablet, smartphone and other technology devices that might be needed that assist the Executive Director/CEO in his/her duties. The Charter School shall pay all costs associated with the use and maintenance of all technology devices. The Executive Director/CEO shall use all technology in accordance with the Charter School's policies and legal requirements. The Executive Director/CEO agrees to sign all technology use agreements or other forms that are required of other Charter School employees. All Charter School business conducted on these technology devices shall be made available at the Charter School's request.

6. WORK DAYS/PAID VACATION DAYS/HOLIDAYS

Work Days - Positive Work Year

The Executive Director/CEO's work year shall be 220/225 days exclusive of holidays provided to the other certificated employees of the Charter School. To determine the Executive Director/CEO's daily rate, the Executive Director/CEO's annual base salary shall be divided by her work days. The Executive Director/CEO may choose to work five (5) additional days each year of this agreement and be paid at her current daily rate with all necessary contributions being deducted. Any work days beyond these five (5) shall be with the approval of the board.

7. HEALTH BENEFITS

The Executive Director/CEO, her spouse, and dependents shall be eligible to participate in the Charter School's health, vision and dental insurance plans. The Charter School shall provide the Executive Director/CEO the same contribution towards benefit premium as all staff.

8. LIFE INSURANCE

The Charter School shall provide the Executive Director/CEO with a basic life insurance policy equivalent to the coverage provided to all staff.

9. PROFESSIONAL ASSOCIATION DUES/SERVICE CLUB EXPENSES

Charter School shall pay the Executive Director/CEO's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA) and such other professional associations as the Executive Director/CEO may participate in. Charter School shall reimburse the Executive Director/CEO for all reasonable expenses incurred by her in connection with Charter School business. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by the Executive Director/CEO. The Charter School shall also pay on behalf of the Executive Director/CEO expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Executive Director/CEO's judgment relate to the benefit and welfare of the Charter School.

10. INTERNAL REVENUE CODE (IRC) BENEFITS

The Charter School shall throughout the Term of this Agreement provide a plan qualifying under the provisions of Internal Revenue Code Section 125 allowing the Executive Director/CEO to choose among various benefit programs made available by the Charter School. The Executive Director/CEO shall be entitled immediately to participate in such a plan upon commencing employment with the Charter School. The Executive Director/CEO may elect under the plan to have a portion of his/her wages applied by the Charter School toward the cost of one or more of the benefits made available by the Charter School which include the following benefits: Health Savings and Dependent Care accounts

The Executive Director/CEO shall submit an election form to the Charter School specifying which benefits she shall participate in under the plan, in identifying the amount of her salary which will be reduced as a result of such participation. The Executive Director/CEO may revoke a benefit election at any time and file a new election form if both the revocation and the new election are on account of, and consistent with, a change in family status. A change in family status for this purpose includes marriage, divorce, death of a spouse or child, birth or adoption of a child, termination of employment or new employment of a spouse, and such other events as are specified in the Charter School's Section 125 Plan. The Charter School will at all times cause the plan to be administered consistent with requirements of Section 125 of the Internal Revenue Code.

11. TAX DEFERRED BENEFIT PLAN

The Executive Director/CEO may participate in the tax deferred compensation plans of the Charter School. The Executive Director/CEO will not be eligible for any employer matching contribution.

12. PROFESSIONAL GROWTH OF THE Executive Director/CEO

The Board supports the concept of lifelong learning and encourages the continuing professional growth of the Executive Director/CEO. The Board is willing to support the Executive Director/CEO's professional growth and will be responsible for the expenses involved in such activities as part of the mutually agreed upon annual goals of the Executive Director/CEO.

13. EVALUATION OF THE Executive Director/CEO**13.1 Goals and Objectives**

The Board and Executive Director/CEO shall annually develop and agree upon performance goals and

Excel Academy (CA) - Board of Directors Study Session - Agenda - Thursday April 11, 2024 at 10:45 AM
objectives that shall serve as the basis for an annual evaluation. The evaluation process shall follow a timeline mutually agreed to by the Board and the Executive Director/CEO. By September 30 of each school year, the Board and the Executive Director/CEO shall meet and agree upon objectives for evaluation. The evaluation will be completed no later than May 31 of each year of the Agreement.

13.2 Schedule Board Meeting

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Executive Director/CEO and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Executive Director/CEO. Such a meeting shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. After reviewing the performance of the Executive Director/CEO based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Executive Director/CEO in writing whether the Executive Director/CEO has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

13.3 Majority of Board

An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Executive Director/CEO's performance as satisfactory in individual evaluations prepared by such Board members. The minority opinion will not be included in the final evaluation.

13.4 Deadline

The Board will provide a formal evaluation of the Executive Director/CEO's performance at least once annually, at the regular board meeting held in May of each year, unless an alternate schedule is agreed upon between the Board and the Executive Director/CEO. If the Board's evaluation of the Executive Director/CEO is not completed by July 1 of any year under this Agreement, the performance will be deemed satisfactory, and the Executive Director/CEO shall be entitled to retroactive application of any additional salary increase and contract extension to which the Executive Director/CEO is entitled to under, Sections 1 Term and 3.2 Salary, of this Agreement.

13.5 Mutually Agreed Format

The Board and the Executive Director/CEO shall agree upon a written evaluation format which shall be used during the Term.

13.6 Impact of Satisfactory Evaluation

If the Executive Director/CEO receives a satisfactory evaluation, she shall be entitled to an additional annual increase in salary as specified in Section 3.1 of this Agreement. She shall also receive a one-year extension to the term of the Agreement. Both the salary increase and the one year extension of the Term shall be approved at a regularly scheduled board meeting with the results of the salary increase and extension being reported in open session so that the public remains informed about the Executive Director/CEO's current salary and term of the Agreement.

13.7 Unsatisfactory Evaluation

If the Board concludes that the Executive Director/CEO's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Executive Director/CEO that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

13.8 Confidentiality

The Board, unless otherwise agreed to in writing with the Executive Director/CEO, shall maintain

14. OUTSIDE PROFESSIONAL ACTIVITIES

The Executive Director/CEO may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Executive Director/CEO's discretion. Any such activities which require the Executive Director/CEO to be absent from the Charter School for more than three (3) consecutive full working days, the Executive Director/CEO shall notify the Board President. Any compensation received by the Executive Director/CEO for these outside professional activities shall be remitted to the District unless such activities are completed on the Executive Director/CEO's non-work days or time.

15. TERMINATION

15.1 The Executive Director/CEO may terminate her obligations under this Agreement by giving the Charter School at least sixty (60) days written notice.

15.2 This Agreement shall terminate upon the occurrence of any of the following events:

15.2.1 Whenever the Executive Director/CEO and the Charter School shall mutually agree to termination in writing

15.2.2 The Executive Director/CEO has been unable to perform all or substantially all of the Executive Director/CEO's duties due to illness or other disability for a period of six (6) consecutive months, and it is medically determined that the Executive Director/CEO is permanently disabled from performing all or substantially all of the duties of the Executive Director/CEO. Following the leave of absence, the Board may require that the Executive Director/CEO undergo a comprehensive medical examination in accordance with the provisions of Section 7 of this Agreement. Such examination shall occur within two weeks of the date written notice is given to the Executive Director/CEO that the Board is exercising its right to an examination as provided in this Section. If the Executive Director/CEO wishes to do so, she may, within one week of said examination, submit a separate report made by a physician chosen by the Executive Director/CEO and concerning all or part of the matters covered in said comprehensive medical examination.

15.2.3 Upon the death of the Executive Director/CEO

15.3 Termination for Cause

The Board may terminate the Executive Director/CEO for just cause for one or more of the following reasons:

1. Substantial failure, refusal or incapable of performing contractual duties
2. Gross incompetence or unprofessional conduct
3. Severe error in actions or judgment that caused financial or reputational harm to the organization
4. Theft or intentional dishonesty
5. Knowingly committed an unequivocally illegal act
6. Unsatisfactory performance evaluation of mutually agreed to performance standards of the majority of the Board
7. Suspension or revocation of any credential held by the Executive Director/CEO.

Termination for just cause means the employer has proven the allegation(s) to the satisfaction of the Board, the allegation(s) goes to the heart of the employment contract, and the employer asserts the allegation(s) is severe enough that the employment relationship cannot be repaired.

If the Board believes that cause to terminate the Agreement exists, it shall meet with the Executive Director/CEO. If the Executive Director/CEO disputes the cause, the Executive Director/CEO shall then be entitled to a conference before the Board in closed session. The Executive Director/CEO shall have a reasonable opportunity to respond to all matters raised. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. The Executive Director/CEO shall have the right to have counsel attend at his/her own expense.

15.4 Termination Without Cause/Buyout

Notwithstanding any other provision of this Agreement, the Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Executive Director/CEO. If the Board elects the option to terminate this Agreement without cause, then the Executive Director/CEO shall receive the lesser of the Executive Director/CEO's regular salary for twelve (12) months, or the remainder of her contract, and shall additionally be entitled to continue to have access to the Charter School's medical, dental, vision and life plans and be entitled to the employer health insurance benefits premium contribution that the Executive Director/CEO has elected for the same period of time unless both parties have agreed to another format for compensating the Executive Director/CEO's twelve month salary and benefits.

16. ABUSE OF OFFICE

Pursuant to Government Code 53243.2, any funds received by the Executive Director/CEO from the Charter School as a buyout, resulting from the Board's decision to terminate the CEO/Executive Director without cause, shall be fully reimbursed to the Charter School if the Executive Director/CEO is convicted of a crime involving the abuse of her powers of office. If the Charter School funds the criminal defense of the Executive Director/CEO against charges involving the abuse of her office or position, and the Executive Director/CEO is then convicted of those charges, the Executive Director/CEO shall fully reimburse the Charter School for all Charter School funds paid for the Executive Director/CEO's criminal defense.

17. DELIVERY OF NOTICES

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Executive Director/CEO:

3 Taffeta Lane
Ladera Ranch, CA 92694

CHARTER SCHOOL:

1 Technology Drive, I-811
Irvine, CA 92618

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

18. CONFLICT OF LAWS

This Agreement shall be governed by the laws of the State of California.

19. INTEGRATION

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

20. SEVERABILITY

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

21. MODIFICATION

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

22. CONSTRUCTION OF AGREEMENT

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

23. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

24. HEADINGS

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

25. ATTORNEY FEES

In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

26. FURTHER ASSURANCES

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

27. ASSIGNMENT

Since this Agreement is for the employment of the Executive Director/CEO and the Executive

Excel Academy (CA) - Board of Directors Study Session - Agenda - Thursday April 11, 2024 at 10:45 AM
Director/CEO's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

29. INDEMNITY

In accordance with the provisions of Government Codes §825 and §995, the Charter School shall defend the Executive Director/CEO from any and all demands, claims, suits, actions, and legal proceedings brought against the Executive Director/CEO in Executive Director/CEO's individual capacity, or official capacity as an agent and employee of the Charter School, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Executive Director/CEO was acting within the scope of employment.

Upon retirement or separation from the Charter School, the Executive Director/CEO will continue to be indemnified for any actions taken against her related to her role as the Executive Director/CEO.

30. ARBITRATION

The parties to this Agreement reserve the right to seek equitable relief from any court authorized to issue an injunction or extraordinary writ with respect to any breach or threatened breach of this agreement. Except as so reserved, the parties shall submit any disputes arising under the terms of this Agreement to arbitration as set forth in this paragraph.

Except as otherwise provided in this Agreement, all disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of Judicial Arbitration and Mediation Services ("JAMS"), except to the extent such rules and regulations are inconsistent with the provisions of Section 20 of this document. All arbitration proceedings hereunder shall be conducted in Orange County California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute provided that the decision of the arbitrator shall be based upon the express terms, covenants and conditions of this Agreement. If the parties to the dispute agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the parties to the dispute do not so agree, they shall request JAMS to provide a list of three (3) potential arbitrators, each party shall notify JAMS of one (1) of the potential arbitrators on the list who is not acceptable to such party, and the potential arbitrator on the list who is not identified by the parties as unacceptable shall be the arbitrator who will conduct the arbitration.

Each party to the dispute reserves the right to object to any individual arbitrator who is employed by or affiliated with another party.

The parties to the dispute shall have the right to conduct discovery as specified for up to one month. Such discovery shall include the right to take depositions and subpoena witnesses.

At the request of the Executive Director/CEO, arbitration proceedings shall be conducted in the utmost confidentiality. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in confidentiality under seal, available for the inspection only of the parties to the dispute and their respective attorneys and experts who have agreed in advance in writing to receive and maintain all such information in confidence until such information becomes generally known. The arbitrator shall issue a written opinion of the arbitrator's findings of fact and conclusions of law.

The arbitrator shall be able to decree any and all relief of an equitable nature, including, without limitation, such relief as a temporary restraining order and a preliminary or permanent injunction, and shall also be able to award damages, with or without an accounting, and costs, except that the prevailing party shall be entitled to its reasonable attorneys' fees. The decrees or judgment of an award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof.

Reasonable notice of the time and place of arbitration shall be given to all persons as required by law. Such persons and their authorized representative shall have the right to attend or participate in all the arbitration hearings in such manner as the law requires.

Costs and expenses of arbitration shall be borne by the Charter School.

31. SAFETY

In the event of public controversy or threats, if the Board or the Executive Director/CEO deems it necessary, the Board will at the Charter School expense provide appropriate security measures for the safety of the Executive Director/CEO and Executive Director/CEO's family.

IN WITNESS WHEREOF, this Agreement has been executed this day 22 of June 2023. EXCEL ACADEMY CHARTER SCHOOLS

William Hall, President By: _____ Dated: _____

Michael Humphrey, Vice President By: _____ Dated: _____

Steve Fraire, Clerk By: _____ Dated: _____

Susan Houle, Member By: _____ Dated: _____

Larry Alvarado, Member By: _____ Dated: _____

Heidi Gasca, Executive Director/CEO

Signature: _____ Dated: _____

APPENDIX A: SALARY SCHEDULE

(See attached Certificated Management 225 Salary Schedule)

APPENDIX B: JOB DESCRIPTION

(See attached Executive Director/CEO Job Description)



Executive Director/CEO

Job Description

Reports To:	Board of Directors
FLSA Status:	Exempt
Job Classification:	Administration
Pay Range:	Administrative Schedule
Work Schedule:	225 days/12 months
Location:	Remote Office

POSITION SUMMARY:

The Executive Director/CEO operates under the policy direction of the Board of Directors and in accordance with state and federal laws. The Executive Director/CEO is distinguished by its role as the lead administrator within the charter school group for all aspects of the schools' operations. Major areas include ensuring adherence to the charter's mission, objectives, and values; monitoring the charter's financial status and ensuring sound fiscal practices; monitoring student and staff performance, and leading changes in academics and overall instruction as needed; performing community and family outreach to promote the charter schools and to develop rapport to provide student engagement opportunities.

This position reports to the Board of Directors, with responsibility for major projects and charter school initiatives; serves as a liaison, fosters professional networking, and provides regular communication with the Board of Directors and sponsoring district/Local Education Agency (LEA); and recommends actions to the Board of Directors.

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.

- Five or more years of teaching experience with progressively increasing levels of responsibility in leadership/mentoring
- Five years in independent study administration strongly preferred
- Bachelor's degree required; advanced degree preferred
- A valid, current, and appropriate California Administrative Services credential.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 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 or signed Certificate of Completion dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years
- Valid California Driver's License

*Executive Director/CEO Job Description
Board Approval: March 2024*

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

- The Executive Director/CEO will ensure the charter school's leadership aligns with the California Professional Standards for Education Leaders (CPSEL) in the areas of:
- Development and Implementation of a Shared Vision
- Instructional Leadership
- Management and Learning Environment
- Family and Community Engagement
- Ethics and Integrity
- External Context and Policy

School-wide focus

- Oversees school programs
- Makes administrative decisions necessary for the proper functioning of the schools
- Provides leadership in designing, implementing, and evaluating major programs and activities to bring about needed change and higher performance
- Provides leadership to administrative team and staff in determining instructional objectives and in identifying charter needs as the basis for developing long and short-term initiatives for the charter schools
- Continuously develops and expands the educational goals and programs, and informs the Board of Directors of status, progress, and implementation
- As a leader, stays current on educational laws and trends that pertain to the school
- Develops school policies for recommendation to the Board of Directors in alignment with state and federal laws and best practices.
- Prepares ongoing communication and agenda items to inform the Board on all matters pertaining to school operations, academic achievement, and financial aspects of the charter schools.

Mission, Vision, Core Values, and Goal Setting

- Understands and promotes the charter's mission, purposes and objectives to parents, staff, board members, and community
- Builds shared vision among all stakeholders, focusing on the school's mission and identity
- Establishes and maintains a healthy and mutually supportive relationship with the school's partners to advance the mission of the school

Board Governance

- Oversees the preparation of the board agenda items and provides supporting documentation for the board meetings
- Directs the maintenance of all records that are required by law and board policy
- Ensures board policies in alignment with state and federal law that incorporate best practices and are legally compliant
- Apprises the Board of pending and ongoing school operations, financial status, and community engagement

Budget and Financial Oversight

*Executive Director/CEO Job Description
Board Approval: March 2024*

- Oversees school finances to ensure financial stability; maintains up-to-date financial records
- Directs the preparation of the annual budget of the school; ensures frequent and regular budget presentations to the Board of Directors to include relevant facts and pertinent information; ensures adherence to the budget adoption cycle; oversees and directs the administration of the budget after its adoption.
- Identifies the staffing needs of the school based on the budget and ADA and directs the assignment/duties for instructional personnel
- Provides all necessary financial reports as required for proper attendance reporting
- Oversees reimbursements and expenses
- Oversees the processing and submission of required state and federal reports, including LCFE
- Direct the maintenance of all records that are required by law and Cabinet/Board of Directors policy
- Works with the schools' attorney on contracts with contractors/providers, as needed
- Oversees and ensures vendor and ordering processes are followed
- Minimizes financial loss through development and implementation of risk management policies; ensures the school maintains proper insurance coverage, implements safety training, and responds appropriately to claims and complaints.

Evaluations, Staff Performance and Faculty Oversight

- Interviews and recommends employee hiring, promotion, discipline, and/or dismissal
- Supports directors in establishing criteria for performance and evaluation using State standards and guidelines
- Directs the employee evaluation process
- Makes all recommendations for retention, discipline, or dismissal of employees, supported by accurate and adequate records
- Ensures that appropriate evaluation techniques are used for staff
- Maintains professional relationships with the staff, by directing and implementing lines of communication with employees

Professional Development

- Encourages, creates, and supports the professional development of all staff
- Provides support to school's leadership team in planning and executing focused staff development to align with the school's mission, vision, and core values
- Collaborates with members of the leadership team to set professional goals in relationship to the departments served

School Development

- Keeps informed of current educational philosophy, practices and public policies by visiting other charters, by attending educational conferences and workshops, and reading current professional literature. Keeps the Board of Directors informed of trends in education
- Works with the Board of Directors and school leaders to influence State and federal policies that benefit all students, supports improvement of teaching and learning, and supports school choice.
- Develops a strategic plan for growth and long-term sustainability of the charter schools; prepare, submit, and present charter petitions to authorizing school district boards; ensure compliance with the charter petition requirements and foster ongoing communication with authorizing school district leadership.

*Executive Director/CEO Job Description
Board Approval: March 2024*

- Analyzes and determines opportunities for charter expansion; develops relationships with school district administration and creates opportunities for new charters to be established.
- Establishes and maintains a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables
- Develops new and revised policies for recommendation to the Board of Directors and ensure that all laws, Board policies, procedures and administrative regulations are implemented
- Works with staff to develop the annual school calendar and master schedule
- Directs the preparation of reports showing objectives, plans, programs, and educational accomplishments

Larger Community, Authorizer, WASC, and LCAP

- Fosters a climate of innovation and collaborative creative problem solving with charter personnel, students, parents, and community
- Completes and submits required documents as requested or required by the charter and/or Cabinet/Board of Directors and/or the District
- Serves as professional advisor to the Board of Directors, keeping them fully informed on all programs, practices, issues and problems of the charter school; provides them with all information and data for decision making. When recommendations are requested or offered, the Superintendent will provide rationale for the recommendation
- Promotes and publishes the school in the community, promotes positive public relations and interacts effectively with media
- Secures legal interpretations on all issues pertaining to the school and the operation of the school
- Ensures compliance with all applicable state and federal laws
- Oversees the development of the School Annual Performance Report and the School Accountability Report Card (SARC)
- Oversees the processing and submission of required state and federal reports, including Local Control Accountability Plan (LCAP)
- Oversees school-wide state assessments; promotes participation through positive communication with students and families
- Analyzes student assessment data; develops targeted plans for growth including review of teaching strategies and curriculum; implements professional development as needed
- Oversees and assists in securing local grants
- Oversees and ensures Western Association of School and Colleges (WASC) accreditation
- Serves as liaison between the school and school districts, as needed
-

Attendance Compliance

- Takes responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors
- Oversees attendance policies and ensures procedures are followed
- Oversees completion and submission of all necessary financial reports as required for proper attendance reporting

Oversight Responsibilities:

- Supervises and oversees the leadership team and staff

*Executive Director/CEO Job Description
Board Approval: March 2024*

OTHER DUTIES:

- Documents and reports all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; ensuring compliance with the school's Uniform Complaint Policy; the school's Uniform Technology Policy; and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
- Performs other duties as assigned

ABILITIES:

- Develop, implement, and evaluate effective instructional programs
- Analyze school programs, develop and implement solutions, and evaluate success
- Transmit passion for learning to students and families; promote family and community engagement
- Oversee the budget development process and ensure long term sustainability of school finances
- Establish and maintain effective working relationships with and between staff, students, and families and resolve conflict
- Select, train, and evaluate performance of assigned staff
- Plan and implement staff development programs
- Demonstrate flexibility and adaptability in difficult situations and ensure student-focused leadership
- Demonstrate well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner
- Demonstrate strong organizational skills and time management
- Demonstrate openness to differing views and objectives
- Conduct research, participate in professional networks, and monitor legislation to inform decision making for school programs
- Deliver information both orally and in writing in a timely and effective manner
- Maintain confidentiality of sensitive and privileged information.
- Exercise initiative -
 - understands the needs of the school and takes steps toward meeting those needs with little support and guidance
 - prevents problems by planning ahead and anticipating outcomes
- Understand and be sensitive to those of culturally and linguistically diverse backgrounds and promote a culture of inclusion
- Build a culture where students, parents, and teachers feel valued and served

Knowledge:

- State and federal laws, statutes, rules and regulations that pertain to TK-12 public education including general education, special education, and second language learners
- Independent study program requirements, assessment, and accountability
- Public education systems and county and community resources and agencies
- California Content Standards for TK-12 education
- Current practices, research and trends in curriculum, instruction, and assessment
- Methodologies, strategies, and assessment instruments

*Executive Director/CEO Job Description
Board Approval: March 2024*

- Budget preparation, management and controls
- Principles and practices of leadership, management, supervision, and training
- Effective professional development programs
- Computer Literacy: General knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software

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.

- Hearing and speaking to exchange information
- Dexterity of hands and fingers to operate a computer keyboard and other office equipment
- Seeing to read a variety of materials
- Bending at the waist, kneeling or crouching
- Sitting or standing for extended periods of time
- Lifting objects up to 25 pounds with or without assistance
- Close vision and ability to adjust focus to view text in print materials or electronically

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Primarily indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Hazards:

- Potential physical hazards involved in intervening in altercations and antisocial behavior
- Contact with dissatisfied individuals

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.

Employee Signature

Printed Name

Date

*Executive Director/CEO Job Description
Board Approval: March 2024*



Executive Director Performance Evaluation

CALIFORNIA PROFESSIONAL STANDARDS FOR EDUCATIONAL LEADERS AND THE DESCRIPTIONS OF PRACTICE

The Executive Director will be rated on their efficacy in the following CPSEL standards:

Standard 1	Development and Implementation of a Shared Vision
Standard 2	Instructional Leadership
Standard 3	Management and Learning Environment
Standard 4	Family and Community Engagement
Standard 5	Ethics and Integrity
Standard 6	External Context and Policy

Standard 1: Development and Implementation of a Shared Vision

ELEMENT	EVALUATION RATING <small>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</small>	REFLECTION/EVIDENCE
Element 1A: Student Centered Vision <i>Leaders shape a collective vision that uses multiple</i>		Parent Summit Online Workshop All Staff PD

<p><i>measures of data and focuses on equitable access, opportunities, and outcomes for all students.</i></p>		<p>Assessment Highlights Student Achievement Data</p>
<p>Element 1B: Developing Shared Vision <i>Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders</i></p>		<p>Agenda for weekly school development meeting Board Agenda Monthly Board Updates Monthly Collaboration with Authorizing Districts Admin Summit Agenda Admin Summit - Flow of Information Admin Summit - Should we have a meeting? Admin Summit - What Fuels You</p>
<p>Element 1C: Vision Planning and Implementation <i>Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals.</i></p>		<p>Agenda for weekly school development meeting 1:1 quarterly meetings with direct reports Succession Planning - Business Services</p>

Standard 2: Instructional Leadership

ELEMENT	EVALUATION RATING <small><i>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</i></small>	REFLECTION/EVIDENCE
<p>Element 2A: Professional Learning Culture <i>Leaders promote a culture in which staff engage in individual and collective professional learning that results in their continuous improvement and high performance.</i></p>		<p>Conferences & Trainings Agenda for all staff PD Leadership Survey Results CCSA Conference Plan LACOE Flyer Induction Plan Collaborative Log - November Collaborative Log - December</p>

<p>Element 2B: Curriculum and Instruction <i>Leaders guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes.</i></p>		<p>Curriculum Menus - TK-12 CTE Offerings i-ready Presentation Math Curriculum Analysis Presentation ELA Curriculum Analysis Presentation Helendale EACS Dashboard Warner EACS Dashboard</p>
<p>Element 2C: Assessment and Accountability <i>Leaders develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes, and student learning.</i></p>		<p>Evaluation Tracking Virtual ToR SPED Case Manager Personalized ToR L. Ulmer Eval J. Sorrera Eval J. Craig Eval M. Anderson Eval K. Schneeweiss Eval L. Hansen Eval Performance Success plan Performance Improvement Process Performance Improvement Plan</p>

Standard 3: Management and Learning Environment

ELEMENT	EVALUATION RATING <small>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</small>	REFLECTION/EVIDENCE
<p>Element 3A: Operations and Facilities <i>Leaders provide and oversee a functional, safe, and clean learning environment.</i></p>		<p>Office Safety Checklist</p>
<p>Element 3B: Plans and Procedures <i>Leaders establish structures and employ policies and processes that support students to graduate ready for</i></p>		<p>ToR Manual Parent/Student Handbook</p>

<i>college and career.</i>		
Element 3C: Climate <i>Leaders facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each learner.</i>		HR Handbook Care Solace Contract BIP Template
Element 3D: Fiscal and Human Resources <i>Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.</i>		Unaudited Actuals Presentation First Interim Budget Fiscal Audit Report CLA Audit Contract Second Interim Strategic Staffing plan for upcoming 24/25 school year Salary schedules for 24/25

Standard 4: Family and Community Engagement

ELEMENT	EVALUATION RATING <small><i>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</i></small>	REFLECTION/EVIDENCE
Element 4A: Parent and Family Engagement <i>Leaders meaningfully involve all parents and families, including under-represented communities, in student learning and support programs.</i>		ELPAC Flyer ELAC Flyer PAC flyer SSC Flyer Parent PowerUp Teacher on Special Assignment Gen Ed JD Summer Socials Parent Survey Results Presentation Summer Liaison Communication Log October Community Event Flyer November Community Event Flyer March Community Event Flyer
Element 4B: Community Partnerships		CCP Application

<p><i>Leaders establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career.</i></p>		<p>CCP Code of Conduct</p>
<p>Element 4C: Community Resources and Services <i>Leaders leverage and integrate community resources and services to meet the varied needs of all students.</i></p>		<p>CCP List Theater Arts Program</p>

Standard 5: Ethics and Integrity

ELEMENT	EVALUATION RATING <small>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</small>	REFLECTION/EVIDENCE
<p>Element 5A: Reflective Practice <i>Leaders act upon a personal code of ethics that requires continuous reflection and learning.</i></p>		
<p>Element 5B: Ethical Decision-Making <i>Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.</i></p>		<p>Meeting with San Diego County's Representatives for the California Charter School's Member Council APlus+ Advisory Council Member</p>
<p>Element 5C: Ethical Action <i>Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication, necessary to consistently make fair and equitable decisions on behalf of all students</i></p>		<p>APlus+ Advisory Council Member Presenter at the CCSA Conference Helendale Board Update Presentation</p>

Standard 6: External Context and Policy

ELEMENT	EVALUATION RATING <small>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</small>	REFLECTION/EVIDENCE
Element 6A: Understanding and Communicating Policy <i>Leaders actively structure and participate in opportunities that develop greater public understanding of the education policy environment.</i>		Board Agenda Preparation Meetings Monthly Board Updates Warner Compliance Calendar Helendale Compliance Calendar EACS Policy Organizer EACS Board Manual
Element 6B: Professional Influence <i>Leaders use their understanding of social, cultural, economic, legal, and political contexts to shape policies that lead to all students graduating ready for college and career.</i>		APlus+ Advisory Council Member CSDC (Charter School Development Center) active member CCSA (California Charter Schools Association) member ACSA (Assoc. Of CA School Administrators) SSDA Member (Small Schools District Association) SSC (School Services of California) member
		Member of Sonoma County Charter CEO Council APlus+ Advisory Council Member CSDC (Charter School Development Center) active member CCSA (California Charter Schools Association) member SSC (School Services of California) member

2023/24 Executive Director Annual Goals and Progress	
GOAL 1 (CPSEL Standard 2 and CPSEL 5)	<i>Continuing my professional development by participating in a two year Clear Administrative Services Credential program via Los Angeles County Office of Education which will be begin in September of 2023.</i>
Baseline Narrative/ Rationale for Goal	Addressing CPSEL Standard 2: Instructional Leadership and CPSEL standard 5 Ethics and Integrity, I look forward to the opportunity to work closely with an instructional coach for job embedded coaching while attending relevant in person and online seminars. In

	<p>addition, this goal will allow me to further my skills as a leader in the areas of Visionary Leadership, Professional Learning, Instructional Leadership, Management, Learning Environments and Ethics, Facilitating Teacher Growth and Education Policy Systems and Community Leadership.</p>
<p>End of Year Reflection /Evidence</p>	

2023/24 Executive Director Annual Goals and Progress

<p>GOAL 2 (CPSEL Standard 1 and CPSEL 4)</p>	<p><i>Demonstrate and empower educational partners through education and engagement in data analysis, parent education, community and board governance. Leading the staff, parents and the board in a shared vision driven by data to support the whole student; academically, socially and emotionally.</i></p>
<p>Baseline Narrative/ Rationale for Goal</p>	<p>This goal will allow me to further my skills addressing CPSEL Standard 1:Development and Implementation of a Shared Vision and CPSEL Standard 4: Family and Community Engagement. I look forward to prioritizing parent education as well as implementing skills learned in my credential program to ensure equitable resources for all students at EACS. Emphasis will be placed on contribution to the shared vision during meetings with my direct reports and the board.</p>

<p>End of Year Reflection /Evidence</p>	
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<p>2023/24 Executive Director Annual Goals and Progress</p>	
<p>GOAL 3 (CPSEL Standard 2, CPSEL Standard 3 and CPSEL Standard 6)</p>	<p><i>Align the Excel Academy Charter Schools mission and vision in three different aspects by:</i></p> <ul style="list-style-type: none"> <i>a) Maintaining and reaching new benchmarks in academic achievement by identifying effective CORE curriculum choices, intervention and expanding teacher led classes.</i> <i>b) Building and fostering strong relationships with our county authorizers and professional organizations that support charter schools</i> <i>c) Maintaining strong fiscal health while managing reserves considering multi year growth and legislative impacts.</i>
<p>Excel Academy Mission Statement</p>	<p>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.</p>
<p>Baseline Narrative/ Rationale for Goal</p>	<p>The vision of Excel Academy Charter School is laid out in the acronym CHOICE.</p> <p>The heart of Excel Academy is all about CHOICE:</p>

	<p>C: Compassion, Creativity , Collaboration, Challenge, & Confidence</p> <p>H: Helpful, Hands-On , Humility, & Happiness</p> <p>O: Optimism, Options, Opportunities, Ownership, & Others</p> <p>I: Independence, Individualization, Inspiration, & Investigation</p> <p>C: Child-focused, Curiosity, Critical Thinking, Consideration, & Community</p> <p>E: Education, Equity, Enjoyment, Exploration & Empowerment</p>
End of Year Reflection /Evidence	

2023/24 End-of-Year Board Evaluation of Executive Director	
Board Comments	ENTER NARRATIVE HERE
Executive Director has received a satisfactory Evaluation	Select one option ▾
<i>Board evaluators will receive a final copy through DocuSign for signature and date. Final copy will be placed in the Executive Director/CEO's personnel file.</i>	
William Hall, President	
Michael Humphrey, Vice President	
Steve Fraire, Clerk	
Susan Houle, Board Member	
Larry Alvarado, Board	

<i>Member</i>		
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<i>Employee Name & Title</i>	<i>Signature</i>	<i>Date</i>
Heidi Gasca, Executive Director		

Descriptions of Practice		
EMERGING	PROFICIENT	DISTINGUISHED
<p>The administrator communicates that the vision of all students meeting content and performance standards is central to developing and implementing instructional activities and support services. S/he works with staff to commit to a vision focused on student-centered learning and on the well-being of each student. S/he draws attention to existing equity gaps for diverse student populations. The administrator provides information for staff to learn about the range of academic, linguistic, cultural, social-emotional, behavioral, and physical development needs of the site's students. S/he builds staff capacity for implementing strategic initiatives that both build on students' assets and addresses their needs as a means to attain equity by closing opportunity and achievement gaps.</p>	<p>The leader and staff consistently work toward eliminating disparities among student groups. Working with staff, students, and others, the leader shapes a collective vision of equitable access and opportunity in support of all students' learning and well-being. S/he facilitates a review of varied sources of information about the academic, linguistic, cultural, social-emotional, behavioral, and physical development of each learning to gauge the learner's progress in meeting content and performance outcomes. The leader solicits input about ways to institutionalize equitable access and opportunities for all students to meet expected outcomes. S/he empowers staff to use their experience and expertise to cultivate multiple learning and support opportunities that align with students' diverse assets and needs.</p>	<p>The leader manifests the vision of all students graduating ready for college and career. S/he does so by proactively engaging staff, students, and the broader community in evidence-rich conversations about equitable opportunities and outcomes for all students' learning and well-being. S/he makes certain that these opportunities are available to, and support, students with academic, linguistic, cultural, social-emotional, behavioral, and physical development needs. In collaboration with stakeholders, s/he creatively designs and implements multiple learning opportunities with the goal of eliminating disparities in opportunity and achievement among student groups. The leader sustains effective systems for students with differing abilities, seeing to it that their needs are met with a sense of urgency and high expectations.</p>

End of Year Board Evaluation of Executive Director/CEO

(Board evaluators would insert their narrative here)

Final evaluation to be linked here.

(Board evaluators would select yes or no)

Executive Director/CEO has received a satisfactory evaluation: Yes / No

(Board evaluators will receive a final copy through DocuSign for signature and placement in Executive Director/CEO's personnel file)



EXECUTIVE DIRECTOR/CEO

CONTRACT & JOB DESCRIPTION

April 11, 2024

ROLE REVIEW

- The Executive Director is the primary administrator of the organization, tasked with the holistic oversight of school operations, ensuring all functions and programmatic offerings align with Excel Academy Charter Schools mission, vision, and core values.
- This position embodies leadership across all functional areas, including academic excellence, staff performance, fiscal health, community engagement, and operational efficiency.



Strategic Leadership & Operational Excellence

- ★ Advocates for the charter's mission and vision, fostering a unified direction among all educational partners.
- ★ Ensures the integration of the California Professional Standards for Education Leaders (CPSEL), covering aspects from shared vision development to external policy engagement.
- ★ Oversees program implementation, making pivotal administrative decisions to optimize school functioning.
- ★ Directs budgeting and financial management, ensuring stability and compliance with fiscal practices.

Employment Duties and Responsibilities

The Executive Director is responsible for managing Charter School operations according to a board-approved job description and maintaining professional standards.

Academic and Staff Performance

★ Guides instructional leadership, aiming for continuous improvement in teaching and learning outcomes.

★ Manages staff evaluations, professional development, and ensures a high-performing educational team.

★ Exercises delegated authority to make critical personnel decisions, including hiring, retaining, and terminating staff, ensuring these actions align with board policies and adhere to legal and regulatory standards. All personnel decisions will be ratified by the board of directors at the subsequent board meeting.

Employment Duties and Responsibilities

- ***Holds the exclusive right to manage personnel, including hiring and reassignments, with Board approval, reinforcing their authority and respect for their professional role.***
- ***Serves as the primary liaison for Board and staff communications on employment matters and policy recommendations.***

Community and Stakeholder Engagement

- ★ Enhances relationships within the charter school community and with external sponsors, promoting the school's achievements and fostering networks to benefit school operations.

Employment Duties and Responsibilities

- *All school-related criticisms and suggestions are directed to the Executive Director to ensure centralized decision-making and prevent Board interference in daily administration.*
- *Encourages a collaborative relationship between the Board and Executive Director, utilizing external advisors to enhance this partnership when necessary.*

Compliance and Policy Development

Employment Duties and Responsibilities

- ***Required to maintain all professional licenses and credentials, while also committed to ongoing professional development.***
- ***Participates in all Board meetings, offering insights and recommendations on school business.***
- ***All school-related criticisms and suggestions are directed to the Executive Director to ensure centralized decision-making and prevent Board interference in daily administration.***

- ★ Maintains adherence to state and federal laws, develops policies, and ensures the school's compliance with educational standards and regulations.

Professional Development and Evaluation

- ★ Encourages lifelong learning among staff, including themselves, staying abreast of educational trends and legal requirements.
- ★ Undergoes regular performance evaluations based on agreed-upon goals with the Board, ensuring accountability and alignment with the school's strategic objectives

Evaluation of the Executive Director/CEO

- ***The Board and Executive Director/CEO set annual performance goals, assess performance in a closed session, and provide feedback. Satisfactory evaluations lead to salary adjustments and contract extensions. Unsatisfactory evaluations require improvement plan.***

Current Duration//Evergreen Clause:

- Three-year contract, currently from July 1, 2023, to June 30, 2026, with an automatic one-year extension option based on a satisfactory performance evaluation.

Notice Requirements

- Charter School must provide 120 days written notice before the agreement expires if it does not intend to renew.
- The Executive Directors compensation is eligible for annual step increases and cost-of-living adjustments in line with CalSTRS guidelines and equitable to other staff increases if budget and annual evaluation permits; subject to Board approval.
- The employment year consists of 220 workdays
- Reimbursements are provided for necessary business expenses, along with applicable stipends including professional development and health and welfare

KEY CONTENT



Legal & Miscellaneous Provisions

Legal:

- ★ **Governing Law:** Governed by California law.
- ★ **Entirety and Supersession:** This agreement supersedes all prior ones, relying only on documented representations.
- ★ **Severability:** Invalid provisions don't affect the agreement's validity.
- ★ **Amendments:** Must be in writing and signed by both parties.
- ★ **Interpretation:** Constructed to realize mutual intent, with no bias towards the drafter.
- ★ **Waiver:** Non-enforcement of any part does not waive enforcement of others.
- ★ **Headings:** For convenience only, without affecting interpretation.
- ★ **Legal Costs:** Winning party in disputes entitled to legal fees.
- ★ **Cooperation:** Parties commit to actions necessary for the agreement's execution.
- ★ **Non-transferability:** Agreement cannot be assigned by either party.
- ★ **Multiple Forms:** Can be executed in counterparts, collectively forming a single agreement.
- ★ **Indemnification:** Charter School defends the Executive Director/CEO against job-related legal actions.
- ★ **Dispute Resolution:** Arbitration in San Bernardino County, CA, with court action reserved for injunctions or writs.
- ★ **Security Measures:** Provided in case of public controversy or threats.

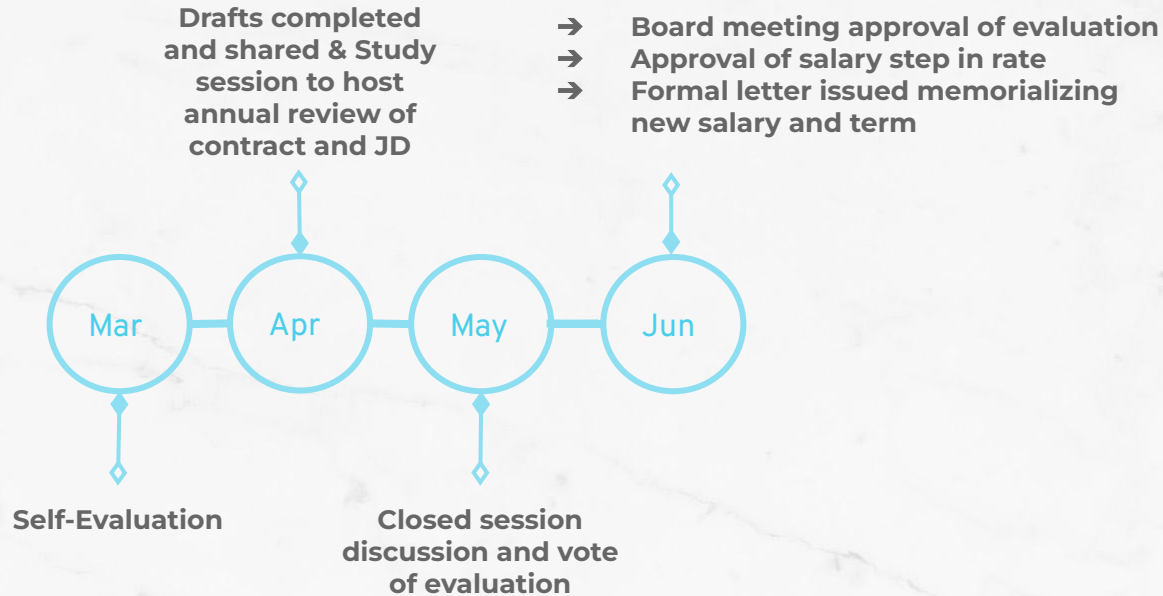
Legal & Miscellaneous Provisions

(cont.)

Termination:

- ★ The Executive Director can end the contract with a minimum 60-day notice, and termination can also result from mutual agreement, incapacity due to health reasons, or death.
- ★ The Board has grounds to terminate for just cause based on performance failures, gross incompetence, serious errors, theft, illegal actions, unsatisfactory evaluations, or credential issues pending a hearing.
- ★ Alternatively, the Board may terminate without specific cause, providing the Executive Director a severance of up to 12 months' salary or the remaining contract value plus continued health benefits.
- ★ If terminated without cause and subsequently convicted of office abuse, the Executive Director must refund any severance or defense payments received from the Charter School.

TIMELINE





A charter school and an entity managing a charter school are generally subject to the Brown Act (Govt. Code §§ 54950 - 54963), except that a charter school operated by an entity pursuant to Education Code Section 47620 is subject to the Bagley-Keene Open Meeting Act. (Educ. Code § 47604.1.) An entity managing a charter school under Section 47620 means a nonprofit public benefit corporation that operates a charter school consistent with Education Code Section 47604. (Educ. Code § 47604.1.) Sage Oak Charter School is a charter school operated by Community Collaborative Virtual Schools (“CCVS”), a California nonprofit public benefit corporation. (Charter Petition.) Accordingly, CCVS would be deemed an entity managing a charter school.

In the instant matter, the charter school is operated pursuant to Education Code Section 47604, and the Board of Directors meet regularly and in accordance with the Brown Act. (Charter Petition.) Accordingly, the charter school is required to adhere to the Brown Act.

Government Code Section 54953 of the Brown Act requires that a legislative body must orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, during the open meeting in which the final action is to be taken. (Id.) A local agency executive is defined by Government Code Section 3511.1 as a local agency executive who is not subject to the Meyers-Milias-Brown Act and who is not a classified employee who meets any of the following requirements: is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the local agency; a person who is the head of a department of a local agency; or a person whose position within the local agency is held by an employment contract. (Govt. Code § 3511.1.) As used in the Brown Act, a “local agency” means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission, or agency therefore, or other local public agency. (Govt. Code § 54951.) A charter school is considered a school district or “other local public agency” for purposes of the Brown Act. (101 Ops.Cal.Atty.Gen. 92.)

In the instant matter, the Executive Director/CEO is referred to as the Chief Executive Officer in the Board Bylaws, is the head of the school, and is employed through an employment contract. (Board Bylaws; Employment Agreement.) Accordingly, it is our opinion that Government Code Section 3511.1 would apply to the charter school and that the charter school must orally report a summary of the recommendation for approval of the salary prior to taking action in open session to approve Executive Director/CEO Gasca’s compensation.

It should be noted that the Employment Agreement also ties Executive Director/CEO Gasca’s salary increases to satisfactory evaluation. (Employment Agreement.) Specifically, when the Executive Director/CEO receives a satisfactory evaluation, she is entitled to an additional annual increase in salary as specified in Section 3.1 of the Agreement and to a one-year extension to the



term of the Agreement. (Employment Agreement, § 13.6.) The Employment Agreement further states that both the salary increase and the one year extension of the Term must be approved at a regularly scheduled board meeting with the results of the salary increase and extension being reported in open session so that the public remains informed about the Executive Director/CEO’s current salary and term of the Agreement. (Id.) However, Government Code Section 54957.6(a) states that while a board may meet in closed session to discuss the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, closed sessions may not include a final action on the proposed compensation of one or more unrepresented employee. Accordingly, the term of the agreement may be discussed and approved in closed session and the compensation increase may be discussed in closed session, but the final action regarding the compensation must take place in open session.

The District may satisfy the requirements of the terms of the Employment Agreement and Government Code regarding the extension by reporting as follows:

It is reported that in Closed Session, the Board of Directors conducted Executive Director/CEO Heidi Gasca’s annual evaluation and approved an amendment to her employment contract as Executive Director/CEO to extend the term of employment from June 30, 2025, to June 30, 2028.

The District may then satisfy the requirements of the terms of the Employment Agreement and the Government Code 54957.6 by formally voting on the step increase in open session:

It is recommended that the Board approve a step increase of the Executive Director/CEO’s salary to **[\$AMOUNT]**.

VOTE: (List Names for No, Abstain and Absent)

Yes	_____
No	_____
Abstain	_____
Absent	_____

A copy of the Employment Agreement should be attached to the agenda. (Id.; See Govt. Code § 54956.)

Finally, it should be noted that any contract approval for salary changes must be taken at a regular meeting only. Government Code Section 54956(b) provides:



Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of a local agency executive, as defined in subdivision (d) of Section 3511.1.

Based on the foregoing, we recommend that the Board meet in a regular open session to approve changes to the Executive Director/CEO's salary and that prior to taking any action in an open meeting, the Board should provide an oral summary of any proposed salary changes, including the specific amount to which the Executive Director/CEO's salary is being increased. (Govt. Code § 54957.)

Coversheet

Artificial Intelligence (AI) at Excel Academy: An Overview - Presented by Lauren Hansen, Senior Communications Coordinator

Section: V. Oral Presentations
Item: B. Artificial Intelligence (AI) at Excel Academy: An Overview - Presented
by Lauren Hansen, Senior Communications Coordinator
Purpose: Discuss
Submitted by:
Related Material: Board Study Session_ AI Overview.pdf
EACS - 5060 Artificial Intelligence (AI) Use Policy for Students.pdf



Empowering Education:

Harnessing AI for Student Success

April 11, 2024

3 Main Kinds of Artificial Intelligence

ANI - Artificial Narrow Intelligence:

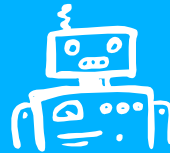


Machine Learning

- Specializes in one area and solves one problem



AGI - Artificial General Intelligence:



Machine Intelligence

- Refers to a computer that is as smart as a human across the board

AGI is still largely theoretical and has not been achieved.

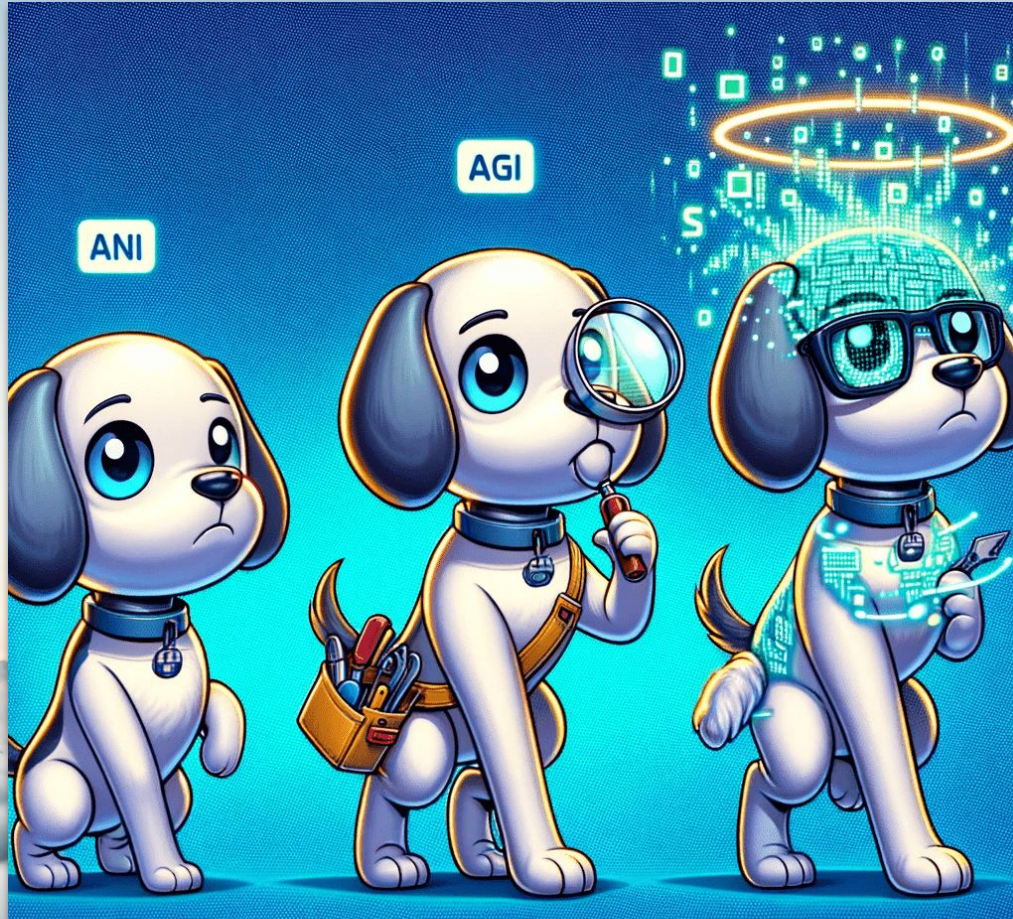
ASI - Artificial Superintelligence:



Machine Consciousness

- An intellect that is much smarter than the best human brains in practically every field

ASI, if ever achieved, would have the potential to outperform humans in virtually every intellectual and creative endeavor.



*How can we harness
the power of AI for
our benefit, rather
than attempting to
reverse its release?*



Ready or not, it's here!

1.

**Embrace ChatGPT
and other AI tools...**

To make your work easier!

2.

Let AI...

Make lessons more
interesting, differentiated,
and hands-on.

3.

**Teach children to use
AI...**

Properly while improving
their critical thinking skills.

AI isn't perfect

- A system designed and taught by human beings = potential for errors
- Can contain bias and discrimination present in the data they are trained on
- Essential to establish safeguards and accountability measures throughout the development process.

AI isn't human

- Lacks the ability to understand and respond to emotions
- Empathy and emotional support are crucial in educational settings

AI is just technology

“Some people call this artificial intelligence, but the reality is this technology will enhance us. So instead of artificial intelligence, I think we’ll augment our intelligence.”

- *Ginni Rometty, former CEO of IBM*

How AI Can be Used vs. Abused

Acceptable	Unacceptable
Student adds their research into AI and asks it to organize the information in an outline.	Student enters the prompt into the AI and asks it to generate an essay response.
Student adds their thesis into AI and asks it to provide ideas that support the thesis.	Student adds their thesis into AI and asks it to provide topic sentences that support the thesis.
Student use AI like a database. They can ask AI to provide the scholarly research on a topic that includes the author's name, title of the article/book and a summary of the content. Only material that can be cited can be used or this is plagiarism.	Students give AI their topic sentence and ask them to come up with supporting evidence. (No citations= plagiarism!)
Student enters their essay into AI and asks it to find the grammatical errors.	Student enters their essay into the AI and asks it to rewrite the essay to improve the style and grammar.

If you are asking AI to do something that you wouldn't ask your parent, librarian, or teacher to do to help you reach the end goal, then it is probably academic dishonesty.

APPLICATIONS OF AI IN EDUCATION

Smart Content

With AI, textbooks could be split into small chunks of digestible guides, easier to read and understand.

Personalized Learning

AI can adapt quickly to individual needs and deliver personalized learning methodologies driven by the learners interests.

Data Accumulation

Using previous search queries, AI in education can suggest related content for the students.

Virtual Facilitator

AI facilitators can think, act, and react to the students' queries and act as an assistant for the teacher.

Proctoring

AI-powered systems ensure the authenticity of the student to take the exam and prevent from cheating.



Ways to Use AI in Education

Behavior Management

Real Time monitoring,
Parent Communication,
Personalized Feedback,
Voice Analysis

01

Gamified Learning Engagement

Automated Content
Generation, Intelligent Game
Design, Personalized Lesson
Plans, Adaptive lessons

02

Staff Scheduling & Management

Automated Scheduling,
Real-time updates, Workload
balancing, Compliance
monitoring

03

Assessment

Automated scoring,
Adaptive testing, Bias
detection, Plagiarism
detection

04

Tutoring

Personalized assistance,
Real-time variations,
Evaluate learner strengths
and areas of need,
Immediate Feedback

05

Cyber Safety & Security Management

Threat detection, Anomaly
detection, Vulnerability
Management, Security
Analytics & Reporting

06



Ideas for Teachers to use ChatGPT to Plan Instruction

01

Create lesson/unit plans, including differentiated plans

02

Create scenarios and exemplars for small groups.

03

Exam review handouts

04

Generating rubrics

05

Placing students in groups

06

Brainstorming fun ideas for projects, labs, etc.



KHANMIGO

by  Khan Academy

**Meet Khanmigo,
Khan Academy's
AI-powered teaching
assistant & tutor**



Khanmigo is the only AI tool that is incorporated with Khan Academy's world-class content library that covers math, humanities, coding, social studies, and more.



Play at 5:00: stop at 7:45

Powered by BoardOnTrack



















MAGIC SCHOOL

AI made specifically for educators

60+ AI tools to help you lesson plan, differentiate, write assessments, write IEPs, communicate clearly, and more.

All Tools

Sort by Most Pop.

 Multiple Choice Assessments Create a multiple choice assessment based on any topic, standard(s), or criteria!	 Report Card Comments Generate report card comments with a student's strengths and areas for growth.	 Lesson Plan Generate a lesson plan for a topic or objective you're teaching.
 Text Rewriter Take any text and rewrite it with custom criteria however you'd like!	 YouTube Video Questions Generate guiding questions aligned to a YouTube video.	 Informational Texts Generate original informational texts for your class, customized to the topic of your choice.
 Academic Content Generate original academic content customized to the criteria of your choice.	 Text Dependent Questions Generate text-dependent questions for students based on any text that you input.	 Rubric Generator Have AI write a rubric for an assignment you are creating your class in a table format.
 IEP Generator Generate a draft of an individualized education program (IEP) customized to a students' needs.	 Student Work Feedback Based on a custom criteria, have AI give areas of strength & areas for growth on student work.	 Text Leveler Take any text and adapt it for any grade level to fit a student's reading level / skills.
 Professional Email Generate a professional e-mail communication to colleagues and other professionals.	 Text Summarizer Take any text and summarize it in whatever length you choose.	 Text Translator Take any text and translate it into any language instantly.
 Math Story Word Problems Write a custom math word / story problem based on the concept you're teaching and a story topic.	 Teacher Jokes Generate teacher jokes for your class to be the coolest teacher out there!	 E-mail Family Generate a professional e-mail communication to families and translate into multiple languages.

Create ideas for small group instruction in first grade reading.

Create lesson/unit plans, including differentiated plans

Make it Relevant

Tools to Benefit Parent Educators



Student Work Feedback

Based on a custom criteria, have AI give areas of strength & areas for growth on...



Text Proofreader

Take any text and have it proofread, correcting grammar, spelling, punctuatio...



Standards Unpacker

Unpack any standard into component parts to understand what students need...



Multiple Explanations

Generate clear explanations of concepts that you're teaching in class to help...



AI Currently Used at Excel Academy



ChatGPT



MagicSchool



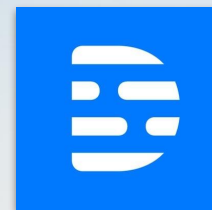
Scribe



Quizziz



Grammarly



Descript



Canva Magic Studio



WorkGPT
WorkGPT for
Workspace



AI Resources for Staff

Name	Site Address	Description
TLDR	https://tldrthis.com/	An AI summarization tool that reduces long form text into concise, comprehensible summaries.
Khanmigo	https://www.khanacademy.org/khan-labs	Khan Academy's AI Tutor
Gist AI	Web, YouTube, PDF w/ ChatGPT Gist Chrome Extension	Gist AI summarizes documents, articles, webpages & videos into concise overviews using natural language processing and machine learning algorithms.
Perplexity Research Tool	https://www.perplexity.ai/	Answers questions, & provides summaries while citing and linking to its sources.
Consensus Research Tool	https://consensus.app/search/	Synthesizes expert perspectives from sources to provide users with a comprehensive, unbiased overview of complex topics.
Magic School AI	https://magicschool.ai/	Help lesson plan, differentiate, write assessments, write IEPs, communicate clearly, and more
Quizziz	https://quizziz.com	Use Quizizz AI to differentiate assignments, enhance questions, or create new quizzes directly from a webpage or YouTube video in one click
NEXTGEN Math	https://nextgenmath.com/	Individual learning plans should outline specific goals, learning paths, and strategies tailored to the student's interests and academic needs.



The Board's Role & AI

- Policies, procedures, and practices related to the mapping, measuring, and managing of AI risks are in place, transparent, and implemented effectively.
- Accountability structures ensure appropriate teams and individuals are empowered, responsible, and trained for mapping, measuring, and managing AI risks.
- Workforce diversity, equity, inclusion, and accessibility processes are prioritized in the mapping, measuring, and managing of AI risks.

STUDENT SERVICES**EA-5060****ARTIFICIAL INTELLIGENCE USE POLICY FOR STUDENTS**

Excel Academy Charter Schools and its programs (“EACS” or the “Charter School”) recognize the transformative potential of artificial intelligence (AI) in education. To ensure responsible and ethical use of AI tools by students, the following policy outlines the principles, permitted use, steps for ethical use, and consequences for violations.

Guiding Principles:

AI should be employed to support and enrich the learning experience, enhance well-being, and enhance administrative functions while aligning with our core values. Excel Academy Charter Schools upholds the following principles for students:

1. **Transparency:** Students must comprehend both the capabilities and limitations of the tools they engage with.
2. **Academic Integrity:** AI should be used to support learning and the integrity of student work.
3. **Equity:** EACS is committed to utilizing AI technologies in a fair, equitable, and impartiality among all users, and holds these standards.
4. **Accountability:** Students are responsible for their actions and decisions, acknowledging the potential consequences that may ensue. These principles underpin a culture of responsible and ethical AI use with

Permitted Use:

1. **Educational Purposes Only:** AI tools may only be used for educational activities, such as research, learning enrichment, and skill development.
2. **Approved Platforms:** Students must use only approved AI platforms and tools provided by Excel Academy Charter Schools. EACS students should consult with their Teacher if they are unsure of appropriate platforms to use for specific educational activities.

Steps to Ensure Ethical Use:

Students at Excel Academy Charter Schools are encouraged to engage in critical thinking when utilizing AI tools, rigorously evaluating the validity and potential biases of the output and recommendations generated, as well as fact-checking AI-generated information with reliable sources. Ensuring data integrity is crucial, requiring that all data entered into AI systems is accurate, relevant, and obtained ethically. It is essential to uphold intellectual property rights and privacy regulations. It is essential that students obtain informed consent from individuals before utilizing AI tools that may collect, analyze, or process their personal data. Additionally, students are empowered to report any ethical concerns or issues related to the use of AI tools promptly to teachers or school administrators, fostering a culture of transparency and accountability within our educational community. It is essential for students to review and adhere to the school's academic honesty policies, including guidelines on the use of AI for research and assignments. Students should approach AI as aids rather than replacements for their own work and decision-making, being critical consumers of AI.

Prohibited Use:

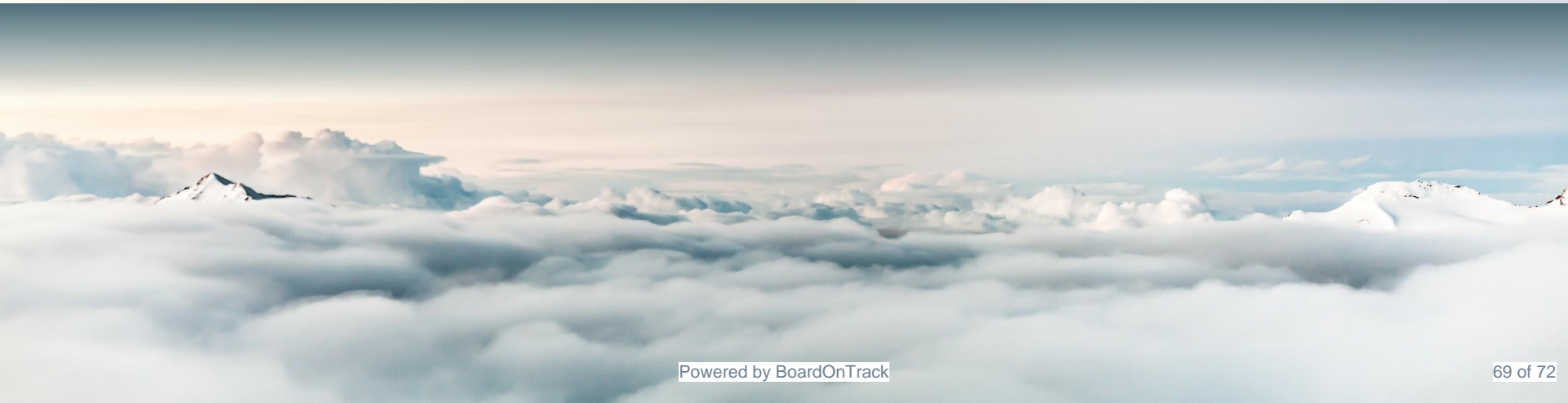
1. Entering personal, sensitive, or confidential data into any AI system without proper authorization is strictly prohibited.
2. Using AI to complete assignments or assessments where it is not allowed or to plagiarize work is forbidden.
3. AI tools must not be used to impersonate individuals or organizations, in a misleading or malicious manner that is unlawful, harmful, or offensive.

NEW AI Policy



- Support provided
- Permitted use
- Ensuring Ethical Use
- Prohibited Use
- Consequences for Violation

Thank You!



ARTIFICIAL INTELLIGENCE USE POLICY FOR STUDENTS

Excel Academy Charter Schools and its programs (“EACS” or the “Charter School”) recognize the transformative potential of artificial intelligence (AI) in education. To ensure responsible and ethical use of AI tools by students, the following policy outlines the principles, permitted use, steps for ethical use, and consequences for violations.

Guiding Principles:

AI should be employed to support and enrich the learning experience, promote student and staff well-being, and enhance administrative functions while aligning with our educational goals and values. Excel Academy Charter Schools upholds the following principles for AI use in education for students:

1. **Transparency:** Students must comprehend both the capabilities and limitations of the AI tools they engage with.
2. **Academic Integrity:** AI should be used to support learning and not to undermine the integrity of student work.
3. **Equity:** EACS is committed to utilizing AI technologies in a manner that fosters equity and impartiality among all users, and holds these standards to students as well.
4. **Accountability:** Students are responsible for their actions when utilizing AI tools, and acknowledging the potential consequences that may ensue. These principles collectively underpin a culture of responsible and ethical AI use within our educational community.

Support Provided:

EACS Teachers are committed to educating students about the responsible use of AI, which include the following objectives:

- Clarifying the appropriate and inappropriate uses of AI tools within the context of assignments and assessments.
- Integrating discussions on the ethical use of AI, including potential biases and limitations of AI tools.
- Providing clear guidelines on when and how AI can be used, with varying levels of permissiveness depending on the assignment.
- Encouraging critical thinking and verification of information generated by AI tools.
- Educating students on data privacy and the importance of not sharing personal information with AI systems.
- Offering professional development for teachers to effectively integrate AI tools into their teaching.
- Ensuring that AI use aligns with educational goals, such as supporting student agency and promoting critical thinking.

ARTIFICIAL INTELLIGENCE USE POLICY FOR STUDENTS

- Teaching students about the responsible use of AI, including recognizing and reporting misinformation.
- Including safety cautions about sharing personal data with AI bots and using them to invade others' privacy.
- Reminding students to attribute AI text and images properly when used in their own work.

Permitted Use:

1. Educational Purposes Only: AI tools may only be used for educational activities, such as research, learning enrichment, and skill development.
2. Approved Platforms: Students must use only approved AI platforms and tools provided by Excel Academy Charter Schools. EACS students should consult with their Teacher if they are unsure of appropriate platforms to use for specific educational activities.

Steps to Ensure Ethical Use:

Students at Excel Academy Charter Schools are encouraged to engage in critical thinking when utilizing AI tools, rigorously evaluating the validity and potential biases of the output and recommendations generated, as well as fact-checking AI-generated information with reliable sources. Ensuring data integrity is crucial, requiring that all data entered into AI systems is accurate, relevant, and obtained ethically. It is essential to uphold intellectual property rights and privacy regulations. It is essential that students obtain informed consent from individuals before utilizing AI tools that may collect, analyze, or process their personal data. Additionally, students are empowered to report any ethical concerns or issues related to the use of AI tools promptly to teachers or school administrators, fostering a culture of transparency and accountability within our educational community. It is essential for students to review and adhere to the school's academic honesty policies, including guidelines on the use of AI for research and assignments. Students should approach AI as aids rather than replacements for their own work and decision-making, being critical consumers of AI.

Prohibited Use:

1. Entering personal, sensitive, or confidential data into any AI system without proper authorization is strictly prohibited.
2. Using AI to complete assignments or assessments where it is not allowed or to plagiarize work is forbidden.
3. AI tools must not be used to impersonate individuals or organizations, in a misleading or malicious manner, or to generate content that is unlawful, harmful, or offensive.

ARTIFICIAL INTELLIGENCE USE POLICY FOR STUDENTS

4. AI-generated content should not be considered a substitute for pupil effort or original work. Students are required to put in their own effort to understand the material and produce unique content.
5. Students must not submit or otherwise publicize school materials using AI tools. Such materials include (but are not limited to): past papers, textbooks, worksheets, curriculum materials, pastoral information, and other school materials.

Use of AI tools and data/content created using such tools must comply with the following policies: Prevention of Bullying and Unkindness Policy, Behaviour Policy and Acceptable Use Agreement.

Consequences for Violating the Policy:

Violations of this policy may be considered an ethics violation and will be aligned with our plagiarism policies. Consequences will be clearly laid out and may include warnings, educational remediation, or more severe disciplinary actions depending on the nature of the infraction. The consequences for students who violate the AI use policy can include:

1. **Warning:** Initial violations may result in a verbal or written warning, depending on the severity of the infraction.
2. **Loss of Privileges:** Continued violations may lead to the loss of access to AI tools or platforms for a specified period.
3. **Disciplinary Action:** Severe violations of the AI use policy may result in the student receiving a Progress Improvement Notification or Behavior Improvement Notification, in accordance with Excel Academy Charter Schools' disciplinary procedures.