



Excel Academy (CA)

Board of Directors Study Session

Published on August 2, 2024 at 6:06 PM PDT

Date and Time

Thursday August 8, 2024 at 9:00 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:

Dial In: +1 253 205 0468

Meeting ID: 849 2602 0536

Zoom URL: <https://us06web.zoom.us/j/84926020536>

MISSION STATEMENT

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

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

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REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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Agenda

	Purpose	Presenter	Time
I. Opening Items			9:00 AM
A. Call the Meeting to Order		Board President	1 m
B. Record Attendance		Board President	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Susan Houle, Member			
Larry Alvarado, Member			
II. Pledge of Allegiance			9:02 AM
A. Led by Board President or designee	Discuss	William Hall	1 m
III. Approve/Adopt Agenda			9:03 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 August 8, 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. Approve Minutes

9:04 AM

A. Minutes of the Regular Board Meeting held on June 13, 2024	Approve Minutes	William Hall	1 m
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Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

B. Minutes of the Regular Board Meeting held on June 20, 2024	Approve Minutes	William Hall	1 m
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Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

V. Public Comments/Recognition/Reports

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

	Purpose	Presenter	Time
<p>questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.</p>			

VI. Consent			9:06 AM
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Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent upon the request of any member of the Board, discussed, and acted upon separately.

- | | | | | |
|-----------|---|------|--------------|-----|
| A. | Consent - Personnel Services | | | 1 m |
| | Approval of the 2024-2025 Employee Handbook | | | |
| B. | Consent - Policy Development | Vote | William Hall | 1 m |
| | Approval of existing board policies revised, reviewed, and eliminated by staff for the 2024-2025 school year. | | | |

Board Policies: Revised

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

- 6000 Series - Instruction
- 6010 - EA Independent Study Policy

Roll Call Vote:

- William Hall
- Michael Humphrey
- Steve Fraire
- Susan Houle
- Larry Alvarado

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

VII. Board Governance			9:08 AM
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- | | | | | |
|-----------|--|------|-------------|-----|
| A. | Approval of 2024-2025 Board Evaluator Stipend | Vote | Heidi Gasca | 1 m |
| | It is recommended the Board approve a stipend of \$450 per month, totaling \$5,400 annually for each of the two Board Evaluators for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053). This stipend is for their role in conducting a | | | |

Purpose	Presenter	Time
comprehensive 12-month evaluation of the Executive Director/CEO during the 2024-2025 period.		

Fiscal Impact: \$10,800 annually (Combined total for two evaluators.)

Warner (#2053): \$7,128.00
 Helendale (#2073): \$3,672.00

Roll Call Vote:

- William Hall
- Michael Humphrey
- Steve Fraire
- Susan Houle
- Larry Alvarado

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

VIII. Business/Financial Services

9:09 AM

- | | | | | |
|-----------|---|------|-------------|-----|
| A. | Approval of Excel Academy Charter School Petition for Charter Renewal | Vote | Heidi Gasca | 3 m |
|-----------|---|------|-------------|-----|

It is recommended the Board approve the Excel Academy Charter School Petition for charter renewal, effective July 1, 2024, through June 30, 2031.

Fiscal Impact: N/A

Roll Call Vote:

- William Hall
- Michael Humphrey
- Steve Fraire
- Susan Houle
- Larry Alvarado

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

- | | | | | |
|-----------|---|------|-------------|-----|
| B. | Approval of Memorandum of Understanding between Excel Academy Charter School and the Helendale Elementary School District | Vote | Heidi Gasca | 3 m |
|-----------|---|------|-------------|-----|

It is recommended the Board approve the Memorandum of Understanding between Excel Academy Charter School and the Helendale Elementary School District, effective July 1, 2024, through June 30, 2031.

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

IX. Education/Student Services 9:15 AM

- | | | | | |
|-----------|---|------|-------------|-----|
| A. | Approval of the Updated 2024-2025 Local Performance Indicator Self-Reflection Reports for Excel Academy Charter Schools | Vote | Heidi Gasca | 3 m |
|-----------|---|------|-------------|-----|

It is recommended the Board approve the Updated 2024-2025 Local Performance Indicator Self-Reflection Reports as presented for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

Fiscal Impact: N/A

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

X. Personnel Services 9:18 AM

- | | | | | |
|-----------|---|------|-------------|------|
| A. | Annual Executive Director/CEO Goals, Timeline and Evaluation Plan | Vote | Heidi Gasca | 15 m |
|-----------|---|------|-------------|------|

It is recommended the Board approve the 2024-2025 Executive Director/CEO Goals, Timeline and Evaluation Plan as presented for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

Fiscal Impact: N/A

Roll Call Vote:

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

XI. Oral Presentations 9:33 AM

A.	Annual Board of Directors' Self-Evaluation	Discuss	William Hall	25 m
B.	Excel Academy Charter Schools Executive Director's Strategic Plan 2024-2025	Discuss	Heidi Gasca	15 m

XII. Calendar

The next Regular Board Meeting will be held on September 12, 2024.

XIII. Closing Items 10:13 AM

A.	Adjourn Meeting	Vote		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

Minutes of the Regular Board Meeting held on June 13, 2024

Section: IV. Approve Minutes
Item: A. Minutes of the Regular Board Meeting held on June 13, 2024
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Meeting of the Board of Directors on June 13, 2024

DRAFT



Excel Academy (CA)

Minutes

Regular Meeting of the Board of Directors

Date and Time

Thursday June 13, 2024 at 11:55 AM

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:

Dial In: +1 669 444 9171

Meeting ID: 838 4197 5894

URL: <https://us06web.zoom.us/j/83841975894>

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Directors Present

L. Alvarado, S. Fraire, S. Houle, W. Hall

Directors Absent

M. Humphrey

Guests Present

L. Hansen

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of Excel Academy (CA) to order on Thursday Jun 13, 2024 at 12:00 PM.

B. Record Attendance

II. Approve/Adopt Agenda

A. Agenda

S. Fraire made a motion to Bill Hall.
S. Houle seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Hall	Aye
S. Fraire	Aye
S. Houle	Aye
L. Alvarado	Aye
M. Humphrey	Absent

III. Approve Minutes

A. Minutes of the Regular Board Meeting held on May 9, 2024

S. Fraire made a motion to approve the minutes from Regular Meeting of the Board of Directors on 05-09-24.

L. Alvarado seconded the motion.

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

Roll Call

W. Hall Aye

L. Alvarado Aye

S. Fraire Aye

M. Humphrey Absent

S. Houle Aye

IV. Correspondence/Proposals/Reports

A. Excel Academy Year in Review - Presented by Heidi Gasca, Executive Director

Heidi acknowledges the end of the school year and introduces a video highlighting the 2023-2024 school year at Excel Academy.

The video includes:

- Music and visuals celebrating the school's achievements and activities.
- Highlights of hands-on learning experiences, student success stories, and personal testimonies from teachers.
- Stories of student resilience and accomplishments, including overcoming personal challenges like illness and significant academic progress.
- Celebrations of student graduations and personal connections between teachers and students.

Post-video, the board discusses the impact and significance of the video. They appreciate the positive and uplifting content, recognizing it as a promotional and motivational tool. The discussion shifts to student engagement, attendance at events, and the importance of inclusivity and outreach to ensure all students are involved. They also emphasize the role of teachers in encouraging participation and the need for strategies to engage reluctant students. The meeting concludes with acknowledgments of the challenges and efforts in reaching out to diverse student populations and ensuring their involvement in the school's community activities.

V. Consent

A. Consent - Business/Financial Services

B.

Consent - Education Student/Services

C. Consent - Personnel Services

D. Consent Items - Policy Development

E. Approve Consent Agenda

S. Fraire made a motion to Bill Hall.

S. Houle seconded the motion.

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

Roll Call

L. Alvarado Aye

W. Hall Aye

M. Humphrey Absent

S. Fraire Aye

S. Houle Aye

VI. Board Governance

A. Approval of the Revised Excel Academy 2024-2025 Board Meeting Calendar & Schedule

S. Houle made a motion to Bill Hall.

L. Alvarado seconded the motion.

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

Roll Call

L. Alvarado Aye

S. Houle Aye

W. Hall Aye

M. Humphrey Absent

S. Fraire Aye

VII. Business/Financial Services

A. Approval of Additional Chromebooks Purchase

S. Houle made a motion to Bill Hall.

S. Fraire seconded the motion.

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

Roll Call

L. Alvarado Aye

M. Humphrey Absent

S. Fraire Aye

W. Hall Aye

S. Houle Aye

B. Approval of Instructional Funds Increase for Students for the 2024-25 School Year

S. Houle made a motion to Bill Hall.

L. Alvarado seconded the motion.

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

Roll Call

S. Fraire Aye

M. Humphrey Absent

S. Houle Aye

W. Hall Aye

L. Alvarado Aye

VIII. Personnel Services

A. Approval of CharterLIFE Benefits (Renewal)

S. Fraire made a motion to Bill Hall.

S. Houle seconded the motion.

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

Roll Call

M. Humphrey Absent

S. Houle Aye

W. Hall Aye

L. Alvarado Aye

S. Fraire Aye

IX. Policy Development

A. Approval of New Board Policies

S. Houle made a motion to Bill Hall.

S. Fraire seconded the motion.

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

Roll Call

W. Hall Aye

M. Humphrey Absent

S. Fraire Aye

S. Houle Aye

L. Alvarado Aye

X. Public Hearing

A. Local Indicators and Local Control & Accountability Plan (LCAP) 2024-25

Hearing opened at 12:43 pm

Hearing closed at 12:59 pm

The public hearing began with an overview of Excel local indicators and Local Control Accountability Plan (LCAP). The presenter, Jenny Craig, highlighted key areas of focus, including teacher assignments (no missed assignments or vacancies), full implementation of academic standards across subjects, and strong community engagement and communication.

Key Points:

Local Indicators:

- No missed teacher assignments or vacancies.
- Full implementation and sustainability of academic standards, including Next Generation Science Standards and Career Technical Education.

LCAP Goals:

- **Goal 1:** Improve academic achievement for all students, including English learners and students with disabilities. Metrics include standardized test scores and course access.
- **Goal 2:** Promote a positive school climate through high-quality teaching, clear expectations, and frequent communication. Metrics include attendance, suspension/expulsion rates, and teacher qualifications.
- **Goal 3:** Increase family and community engagement, focusing on culture awareness and participation in school activities. Metrics include survey participation and feedback.
- **Goal 4:** Ensure all students are on track to graduate, with access to advanced courses and support for college and career readiness. Metrics include graduation rates and enrollment in advanced courses.

Community Engagement:

- Multiple opportunities for educational partners to engage, including PLC meetings, administrative meetings, and surveys.
- Highlighted successful community events and increased participation in surveys and feedback.

Celebrations:

- Exceeded participation requirements for state assessments.
- Increased survey responses and positive feedback from students and parents.
- Significant improvements in student performance and engagement.

Challenges and Compliance:

- Emphasis on continuous improvement and compliance with state standards.

- Recognition of the collaborative effort required to meet LCAP goals and the importance of detailed documentation and analysis.

The hearing concluded with acknowledgments of the hard work and collaboration involved in creating and implementing the LCAP, emphasizing the importance of strategic planning, community engagement, and accountability in achieving educational success.

B. Proposed Budget 2024-2025

Hearing Opened at 12:59 pm

Hearing Closed at 1:18 pm

The public hearing opened at 12:59 PM to discuss the proposed budget for the 2024-2025 school year. Joe presented the budget, noting it is based on the May revision, which has not yet been adopted by the state but is expected by June 3rd.

Key Points:

Budget Overview:

- **Budget Cycle:** The proposed budget needs adoption by July 1st, with the next meeting scheduled for June 20th.
- **Assumptions:** Using a 1.07% COLA for 2024-2025 and 0% for the next two years. Projected ADA (Average Daily Attendance) is 1,644, with a 98% attendance rate.

Cost Analysis:

- The COLA is significantly lower than last year's 8.22%, impacting budget allocations.
- Proposition 28 Art and Music Program will receive \$229,000, to be used for hiring an art teacher and other related expenses.

Pension Contributions:

- Discussed the California State Teachers' Retirement System (CalSTRS) and its unfunded liabilities.
- Employer contribution remains at 19.10%, with potential risks due to investment volatility and demographic changes.

Multi-Year Projection:

- Projected increase in fund balance, with a healthy reserve of around 35% of expenses.
- Utilizing one-time funds from the art and music block grant to mitigate cost increases.

Concerns and Risks:

- Potential future cuts in funding for charter schools, estimated at around 10%.
- Importance of educating staff about budget constraints without causing undue alarm.

Board Comments:

- Appreciation for the clarity and detail of the presentation.
- Emphasis on the need to balance financial stability with staff and student needs.
- Discussion on future financial challenges and the necessity of proactive planning to maintain the school's operations and avoid layoffs.

The hearing concluded with a consensus on the importance of maintaining transparency and communication about financial matters to ensure staff are informed and prepared for potential changes.

XI. Comments

A. Board Comments

Board members expressed appreciation for the work done throughout the year. Highlights include:

Website Update: Gratitude for the revamped Excel webpage and the inclusion of a personal favorite activity, skydiving.

Team Acknowledgment: Thanks to Heidi, Joe, Lauren, Jenny, and Megan for their reassuring and positive contributions. The board also appreciated fellow members Larry, Susan, Mike, and Bill for their collaboration.

Meeting Atmosphere: Praise for the positive and uplifting nature of the meetings, emphasizing that good decisions and teamwork contribute to this environment.

Graduation Ceremony: Positive reflections on attending the graduation ceremony, noting the impressive speeches by the valedictorians and the overall success of the event.

Overall Sentiment: A feeling of being blessed and proud to be part of an organization that positively impacts students' lives, with a shared commitment to continuing this success in the future.

B. CEO Comments

The Executive Director expressed heartfelt appreciation for the staff during their all-staff celebration, emphasizing the mutual improvement and long-term commitment within the team. They acknowledged the significant contributions and positive impacts of each staff member, noting how intertwined everyone's efforts are.

Key Points:

1. **Staff Celebration:** The recent all-staff celebration was a humbling experience, highlighting the long tenures and deep commitments of the staff.
2. **Teamwork and Improvement:** The Director praised the continual improvement and dedication seen each year, with a focus on finding areas for growth.
3. **Warner Renewal:** Celebrated the approval of a seven-year renewal through Warner Unified, extending through 2031, recognizing it as a significant achievement.
4. **Gratitude:** Expressed deep gratitude for the board's support and collaboration, especially in overcoming unique challenges faced by small school districts.
5. **Positive Outlook:** Concluded with pride in the year's accomplishments and optimism for the upcoming year, appreciating the collective effort and heart put into their work.

XII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:23 PM.

Respectfully Submitted,
W. Hall

FOR MORE INFORMATION

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

Coversheet

Minutes of the Regular Board Meeting held on June 20, 2024

Section: IV. Approve Minutes
Item: B. Minutes of the Regular Board Meeting held on June 20, 2024
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Meeting of the Board of Directors on June 20, 2024

DRAFT



Excel Academy (CA)

Minutes

Regular Meeting of the Board of Directors

Date and Time

Thursday June 20, 2024 at 10:00 AM

Location

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

1185 Calle Dulce
Chula Vista, CA 91910

1160 Cuyamaca Avenue
Chula Vista, CA 91910

16222 Quail Rock Road
Ramona, CA 92065

39251 Camino Las Hoyas
Indio, CA 92203

Zoom Meeting Information:

Dial In: +1 669 444 9171

Meeting ID: 890 6045 5778

URL: <https://us06web.zoom.us/j/89060455778>

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Directors Present

M. Humphrey (remote), S. Fraire (remote), S. Houle (remote), W. Hall (remote)

Directors Absent

L. Alvarado

Guests Present

L. Hansen (remote)

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of Excel Academy (CA) to order on Thursday Jun 20, 2024 at 10:00 AM.

B. Record Attendance

Recorded attendance

II. Approve/Adopt Agenda

A. Agenda

M. Humphrey made a motion to W. Hall.

S. Fraire seconded the motion.

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

Roll Call

S. Fraire Aye

M. Humphrey Aye

L. Alvarado Absent

W. Hall Aye

S. Houle Aye

III. Business/Financial Services

A. Approval of Excel Academy Charter School Petition for Charter Renewal

S. Houle made a motion to W. Hall.

S. Fraire seconded the motion.

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

Roll Call

S. Houle Aye

W. Hall Aye

L. Alvarado Absent

S. Fraire Aye

M. Humphrey Aye

B. Approval of Memorandum of Understanding between Excel Academy Charter School and the Warner Unified School District

S. Fraire made a motion to W. Hall.

M. Humphrey seconded the motion.

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

Roll Call

W. Hall Aye

S. Houle Aye

L. Alvarado Absent

M. Humphrey Aye

S. Fraire Aye

C. Adoption of the 2024-25 Budget for Excel Academy Charter Schools

S. Fraire made a motion to W. Hall.

S. Houle seconded the motion.

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

Roll Call

S. Fraire Aye

M. Humphrey Aye

S. Houle Aye

Roll Call

L. Alvarado Absent
W. Hall Aye

IV. Education/Student Services

A. Adoption of 2024-2025 Local Control and Accountability Plans (LCAP)

S. Houle made a motion to W. Hall.

S. Fraire seconded the motion.

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

Roll Call

S. Fraire Aye
L. Alvarado Absent
W. Hall Aye
M. Humphrey Aye
S. Houle Aye

B. Approval of 2024-2025 Local Performance Indicator Self-Reflection Reports for Excel Academy Charter Schools

S. Houle made a motion to W. Hall.

M. Humphrey seconded the motion.

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

Roll Call

W. Hall Aye
L. Alvarado Absent
S. Fraire Aye
M. Humphrey Aye
S. Houle Aye

V. Personnel Services

A. Approval of Extension of Employment Agreement and Salary Schedule for the Executive Director/CEO

S. Houle made a motion to W. Hall.

S. Fraire seconded the motion.

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

Roll Call

S. Houle Aye
W. Hall Aye
S. Fraire Aye
M. Humphrey Aye
L. Alvarado Absent

VI. Comments

A. Board Comments

The board members expressed their gratitude for the progress made over the years, highlighting the strong teamwork and achievements. They acknowledged the challenging journey and the fortunate position of their schools compared to others in California. Special thanks were given to Joe, Heidi, and the unseen team for their hard work. They emphasized continuous learning and growth, expressing pride and happiness in being part of the organization.

B. CEO Comments

Heidi echoed the sentiments of other board members, expressing honor and humility about the journey they've been on. She emphasized her pride in the staff she represents, feeling fortunate to stand before the board and educational partners. Heidi views herself as part of a family and appreciates the support from everyone.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:13 AM.

Respectfully Submitted,
W. Hall

FOR MORE INFORMATION

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

Coversheet

Consent - Personnel Services

Section: VI. Consent
Item: A. Consent - Personnel Services
Purpose:
Submitted by:
Related Material: Employee Handbook 2024-2025.pdf

BACKGROUND:

General changes have been made to the 2024-2025 Employee Handbook to update all relevant dates, titles and legislative compliance to reflect any changes for the new school year.



Employee Handbook

2024-2025

EMPLOYEE STANDARDS ● POLICIES & PROCEDURES ● SAFETY ● EMPLOYEE BENEFITS

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Welcome!

We are thrilled to welcome you to the 2024-2025 school year at Excel Academy Charter School!

You are joining a team of dedicated, award winning educators and loyal, hardworking support staff! As a school, we seek to hire and retain high caliber individuals to meet our vision of personalized education.

We truly value our employees and have developed this Employee Handbook ("handbook") to assist you with understanding our policies, procedures, and performance expectations. As the employee, you are responsible for reading and understanding the handbook as well as any posted revisions. If you have any questions or need clarification, please don't hesitate to reach out to our Director of Human Resources, Megan Anderson or designated HR or payroll staff. Our goal is that you take pride in your role at Excel Academy, as you are instrumental in the lives of our students and families. We sincerely hope that you will find your employment at Excel Academy Charter School to be one of enrichment collaboration and an overall professionally rewarding experience.

Best wishes for a wonderful school year!

The Excel Academy Leadership Team

Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with Excel Academy Charter Schools ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes any and all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes must be in writing and must be signed by the CEO or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School. Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change — the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School's mission, vision, and values. School policy prohibits unlawful discrimination based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The School's management is responsible for adherence to this policy; however, in the final analysis, attainment of this goal of equal employment opportunity and enrichment through diversity depends on the commitment and good faith effort of everyone.

The School will comply with all applicable equal employment and discrimination laws, including Title IX, the California Fair Employment and Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and all other applicable laws. Additionally, Title IX prohibits discrimination on the basis of sex in education programs or activities by recipients of federal financial assistance. The School does not discriminate in the educational program or any activities which it operates, including employment in such programs and activities.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee

evaluation and compensation, and discipline/dismissal practices annually.

In accordance with the School's Equal Employment and Nondiscrimination Policies, the School designates the following position(s) as the Title IX Coordinator and Coordinator for Nondiscrimination in Employment:

Megan Anderson

Director of Human Resources

Excel Academy Charter Schools

1 Technology Drive I-811

Irvine, CA 92618

manderson@excelacademy.education

Any employee or job applicant who believes they have been or are being discriminated against or harassed in violation of School policy should, as appropriate, immediately contact their supervisor, the Title IX coordinator, or the CEO, or any person they feel comfortable going to who shall advise the employee or applicant about the School's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with School policy and regulation. Individuals may use the School's Uniform Complaint Procedures to address complaints of discrimination and harassment, including sex discrimination under Title IX. Annual notice of such policies will be provided to all employees, and a copy of such policies and procedures are available by contacting the Title IX coordinator or Human Resources (HR).

Discrimination is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action up to and including dismissal.

B. Disability Accommodation

To comply with the Americans with Disabilities Act and all applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School

will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

C. Anti-Harassment

The School is committed to providing a work environment free of harassment, discrimination, retaliation and abusive conduct as that term may be defined by statute or regulation then in effect at the time of the conduct. School policy prohibits conduct that is disrespectful, unprofessional as well as harassment based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

All such conduct violates school policy. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits harassment, disrespectful or unprofessional conduct by any employee of the School, including supervisors and managers, as well as vendors, community providers, customers, independent contractors, and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;

3. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
5. Retaliation for reporting or threatening to report harassment; and
6. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by the School policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior, yet takes no action to end it, is also subject to disciplinary action.

It is the policy of the School that no one will be retaliated against for making a good faith complaint of harassment or for cooperating in the investigation of a complaint.

An employee who believes they have been harassed, discriminated against or retaliated against may initiate the reporting process by contacting their supervisor, or, if appropriate, the next level of management (see Reporting procedure, which follows), any team member they feel most comfortable reporting to, or the HR department. All discrimination, harassment and retaliation complaints will be promptly investigated and will be treated confidentially to the extent possible, and appropriate action taken where warranted. Complaints made in good faith are protected from retaliation of any kind.

1. Sexual Harassment

The School is committed to providing a work environment that is free from sexual harassment and retaliation. Under no circumstances will sexual harassment be tolerated.

"Sexual harassment" means any unwelcome sexual advance, unwelcome requests for sexual favors, or other unwelcome verbal, visual, or physical conduct of a sexual nature made by someone from or in the educational or work setting, whether it occurs between individuals of the same sex or individuals of opposite sexes, under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's academic performance, work, or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working environment. The conduct is sufficiently severe, persistent, pervasive or objectively offensive, so as to create a hostile or abusive educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the local agency.

"Verbal sexual harassment" includes, but is not limited to, unwelcome epithets, comments, or slurs of a sexual nature.

"Physical sexual harassment" includes, but is not limited to, assault, impeding or blocking movement, or any physical interference with work or school activities or movement when directed at an individual on the basis of sex.

"Visual sexual harassment" includes, but is not limited to, derogatory posters, cartoons, drawings, obscene gestures, or computer-generated images of a sexual nature.

"Educational environment" includes, but is not limited to, the following:

1. The main administration offices of the local agency.
2. Properties controlled or owned by the local agency.
3. Off-campus, if such activity is sponsored by the local agency, or is conducted by organizations sponsored by or under the jurisdiction of the local agency.

Sexual harassment has no place in the work environment and is prohibited by the School. Specifically, it must in no way be exercised for purposes of an intimidating effect on employment decisions such as promotion, dismissal, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.

Any employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment or retaliates against another individual is in violation of this policy and subject to disciplinary action up to and including dismissal.

Managers and supervisors are to ensure that no such intimidation or harmful

atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also, employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against, or has knowledge of any incident of harassment or retaliation on any protected basis shall immediately report such incidents to their immediate supervisor, HR, the Executive Director or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

2. Reporting

The School has an affirmative duty to take reasonable steps to prevent and correct discrimination and harassment. Supervisors, co-workers, and third parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act or any other applicable law. Please see the list of protected categories as stated in the Equal Employment Opportunity and Anti-Harassment sections of the handbook.

The School encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate Executive Director, supervisor, manager, HR, or person they feel most comfortable and may file a complaint. The Uniform Complaint Procedures may be used for this purpose. Employees are entitled to report harassment to someone other than their direct supervisor. Supervisors are required to report all complaints to HR. In addition, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. The School recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential to the extent possible, although it is understood that an investigation will normally require the involvement of third parties. The School is serious about enforcing its policy against harassment, discrimination and retaliation. However, the School cannot resolve a harassment, discrimination or retaliation problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the School's attention so it can take the necessary steps to correct the problem.

3. Investigation/Complaint Procedure

All complaints of harassment, including sexual harassment, discrimination or retaliation

may be addressed through the School's Uniform Complaint Procedures. A complaint will be followed by prompt and thorough investigation conducted by an impartial and qualified individual. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense.

Complaints will be documented and the School will designate a qualified individual to track the complaint process.

a. Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the HR department who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the HR designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware, though, that the School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

b. Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their supervisor or the HR department. The School encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the School believes appropriate under the circumstances.

4. Retaliation

Employees will not be retaliated against for complaining or participating in an investigation. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

5. Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. The School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies should talk with their supervisor or the HR department. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of the School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

None of the procedures listed are intended to preclude an employee from pursuing claims of discrimination and/or harassment in any other forum available to the employee, including making reports of discrimination, harassment, and/or retaliation to the Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission.

D. Diversity Policy

The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

Our staff is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only the School's culture, but its reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The School's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the School's diversity policy and initiatives should seek assistance from an HR representative.

Initial_____

Section II: Employment Requirements

A. Child Abuse and Neglect Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters and are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a child protective agency. Call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." Child abuse can take the following several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
2. Neglect: Neglect occurs when a child's custodian has failed to provide adequate "food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.
3. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
4. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

Confidentiality

A mandated reporter is required to give their name. The identity of all persons who report shall be confidential. Violation of statutory confidentiality is a misdemeanor.

DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede or prohibit reporting.

All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will also be subject to annual training as required by law.

Failure to Report

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or \$1,000 or both.

B. Employee Access to Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of the employee's work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must be authorized by the CEO or designee. Any breach of this policy will not be tolerated and will lead to disciplinary action and possible legal action.

Please note the release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law.

C. Student Data/FERPA

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the

School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the Executive Director. Under no circumstances may student information be used for an employees' personal use.

Employees may not remove any materials from any student's file. Files may not leave the office without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

D. Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of the School's business dealings.

1. Personal Financial Interest

All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

(1) "Personally interested" shall mean any situation where private and/or personal interests conflict with official duties and shall include non-economic interests such as familial relationships.

(2) "Financially interested" shall mean any contract with an individual, entity, or company in which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

2. Statement of Economic Interest (Form 700)

Board members and staff who make or influence governmental decisions or financial decisions of the organization are designated in the Conflict of Interest Code adopted by the Board. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in

alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members, school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

3. Personal Relationship

Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee's relationship with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No "presumption of guilt" is created by the mere existence of a professional or personal relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

E. Anti-Nepotism Policy

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an employee's immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse's or relative's terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to reassign or transfer any person to eliminate the potential for creating conflicts of interest.

Any potential preferential treatment or improper influence should be reported immediately to HR.

F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form I-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. If the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. If, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not

completed an I-9 for the School within the past three years or if their previous I-9 is no longer retained or valid.

G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

H. Criminal Background Checks

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include fingerprint submission to the DOJ . The School follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. All results will be discussed with the applicant and/or employee before making a hiring or dismissal decision. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

I. Employment Application/Data

The School relies upon the accuracy of the information presented during the application process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

J. Employment Verifications

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional

information will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released.

K. Certification and Licensing

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held ("Certificated Employee"). In addition teachers must possess the proper EL authorization.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

L. Mandatory Tuberculosis Testing

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt.

[See also Board Policy 4013]

Initial_____

Section III: Standards of Conduct

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to whatever disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

A. Freedom from Violence

The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up

to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the Executive Director or designee:
 - a. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
 - b. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, threatening or offensive comments or remarks, and the like.
2. Employees should immediately notify the Executive Director or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
3. Finally, those working in the School's office must also ensure that doors are locked and alarms are activated when applicable.

B. Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any time card - Recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;
6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;
8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;
12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
13. Using abusive, threatening or intimidating language at any time on School premises;
14. Initiating or participating in gossip or slander of other employees, parents, or students;
15. Failing to notify a supervisor when unable to report to work;
16. Unreported absence of three (3) days;
17. Failing to obtain permission to leave work for any reason during normal working hours;
18. Failing to observe working schedules, including rest breaks and meal periods;
19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during

- working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
 23. Violation of dress standards;
 24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
 25. Committing a fraudulent act or a breach of trust under any circumstances;
 26. Committing or involvement in any act of unlawful harassment of another individual;
 27. Failing to promptly report work-related injury or illness;
 28. Any other action or behavior, which could harm the School's, parents', or students' interest.

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

C. Physical Contact with Students and Other Staff Members

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching
2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces
4. Kissing of any kind
5. Corporal punishment
6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas
8. Pushing a person or another person's body part
9. Showing affection in isolated areas

10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact
17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a reasonable person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

D. Off-duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

E. Drug and Alcohol Free Workplace and Awareness Program

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;

2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide reasonable accommodation to an employee who voluntarily requests an accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

F. Tobacco Free Workplace

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all VAPE and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

G. Punctuality and Attendance

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours.

If an employee is unable to report for work on any particular day, they must call their supervisor or HR at least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) work days without notice, and missing required deadlines or meetings constitutes abandonment of employment.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

H. Professionalism

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.
3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies to inquiries and requests.
5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (learning period meetings, assessments, school meetings, etc.) unless they are a student participant in the events or it is a general school event open to all students or employee families. The CEO or designee may grant an exception.

I. Dress Code

Each employee is a representative of the School in the eyes of the public. Therefore, each employee must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,
- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.

Inappropriate attire:

- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that is exposes the employee inappropriately,
- Clothing with offensive words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming – Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee’s ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions – The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes.

Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercussions may result in disciplinary action being taken up to and including termination.

J. Gifts to Employees

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than \$50 are

excluded from this policy.

K. Fee and Cash Collection

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Executive Director or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the Executive Director or designee. Employees must obtain approval from the Executive Director prior to soliciting staff for donations or financial support for any outside event/activity.

L. Building Security

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that the office is secure; for example, all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the Executive Director, CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Initial_____

Section IV: Personnel Policies and Procedures

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices.

A. New Employee Orientation

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

B. Employee Status

Employees may include exempt, nonexempt, regular full-time, regular part-time, and seasonal persons employed with the School who are subject to the control and direction of the School in the performance of their duties.

- Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
- Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break regulations.
- Regular full-time: Employees who are regularly scheduled to work 30 or more hours per week. Generally, full time employees are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time status will be evaluated on a monthly basis.
 - A full time TOR is expected to work at least six (6) hours per day, for 185 work days, for a minimum of 1,110 hours per year.

Employee Status	Exempt Certificated and Classified (FTE)	NonExempt Classified (Hours per Week)
Regular Full Time	.75+ FTE	30+ hours

Regular Part Time	.50 - .74 FTE	20-29 hours
Non-Regular	.49 FTE or less	19 hours or less

Student Counts

The teacher may indicate their desired student count with the School as a request, however, the needs of the School will determine the number of students assigned to the teacher.

C. Job Duties

The assigned supervisor will clarify the job duties and the expectations for behavior and job performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description and job description. On occasion, the employee may be asked to work on projects, or to help with other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

D. Nonexempt Employees

1. Work Schedules

Business hours of school sites and offices (if any) shall be established by the CEO or designee. The CEO or designee will assign the classified staff's individual work schedule to ensure staffing throughout the workday. Employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work.

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours. Work schedule exchanges will be reviewed on a case by case basis as long as the exchange does not interfere with normal operations or result in excessive overtime. Exchanging work schedules with other employees may be authorized by the supervisor or their designee when necessary.

2. Rest Breaks and Meal Periods

a. Rest Breaks

Rest breaks are on the clock and duty-free. Employees are expected to return to work

promptly at the end of any rest breaks.

b. Number of Rest Breaks

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six (6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3) paid ten-minute rest breaks.

c. Timing of Rest Breaks

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

d. Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

If the total work period for the day is more than five (5) hours per day, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

e. Timing of Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

f. Second Meal Period

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

g. Timing of Second Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.

h. Recording Meal Periods

The employee must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock." Work time must be accurately reported on the time record.

i. Missed Rest Breaks and Meal Periods

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to

them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to HR and document the reason for the missed rest break and meal period.

Please also refer to the School's Timekeeping Policy.

3. Timekeeping

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Time cards in the payroll system are to be approved by the employee and the supervisor prior to each payroll. Any errors on the time card should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next work day except in the case of an emergency or at the direction of the supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their work day.

4. Pay for Mandatory Meetings/Training

The School will pay nonexempt employees for attendance at meetings, lectures, and training programs when attendance is mandatory, and the meeting, course, or lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, training and meetings are included as part of an exempt employee's regular pay.

5. Overtime

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday

or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

E. Exempt Employees

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law. Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay as soon as possible.

F. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does not exceed one calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered to a terminated employee not to exceed three (3) months in duration.

G. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees semi-annually and annually. Supervisors may conduct informal

performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Performance review and goal setting sessions may or may not have a direct effect on any changes in salary compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

Additional details on employee evaluations will be provided by Human Resources upon hire.

H. Corrective Action

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. As an at-will employer, the School may use all, some or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment

without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

I. Procedure for Disciplinary Action

The corrective action process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with School policies and procedures and/or other disciplinary problems.

Corrective actions may be taken at the discretion of management and include any of the following:

1. Verbal counseling, which may be confirmed in writing by the supervisor
2. Written warning, which will be placed in the personnel file
3. Suspension, which will be confirmed in writing for the personnel file. Suspension is normally used to remove an employee from the organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If the employee is suspended, it will be documented in the personnel file.
4. Discharge, which will be documented in the personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and motivation to change the performance, and the environment in which the offense took place. As a reminder, employment remains at-will before, during, and after a disciplinary action.

J. Terminations

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination for involuntary terminations or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

K. Personnel Records

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30) calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30) calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request. Written requests for earning statement records must be produced no later than (21) days after the request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change.

L. Destruction of Personal Information Records

In the course of the employee's duties at the School, they may encounter records which

contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in disciplinary action up to and including termination.

M. Employment Posters

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to look at the bulletin board regularly and to read all of the information displayed in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any information from them.

N. Outside Employment

This policy is not intended to prohibit an employee from working an appropriate second job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

1. Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.
2. Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism,

tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

3. In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:
 - A. involves working for a competing or similar model School;
 - B. occurs during work hours without the use of appropriate leave;
 - C. actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
 - D. involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
 - E. may adversely affect the School's image.

6. Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

O. Whistleblower Policy

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper governmental activities, and to protect those who come forward to report improper governmental activities.

Concerns that may be raised include, but are not limited to, the following:

1. Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;

2. Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
3. Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

1. Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower;
2. Retaliate against an employee who is a whistleblower;
3. Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or
4. Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

P. Complaint Procedure

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or explanation.
3. If the complaint is about the Human Resources manager, CEO, or Executive Director, the complainant may file their Internal Complaint Form with the President of the School's Board of Directors, who may then confer with the Board

and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequences to employment.

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.
3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

Q. Uniform Complaint Procedures

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

R. Arbitration Agreement

Agreement to Arbitrate Disputes and Claims

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee's recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;
- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non-payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

Claims Not Covered by this Agreement

The following claims are not subject to arbitration under this Agreement: (1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits; (2) administrative charges or claims filed with a federal, state or local government office or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB"); (3) any claims that, as a matter of law, cannot legally be subject to arbitration; (4) claims under an employee benefit or pension plan that specifies a different arbitration procedure; (5) litigation pending in a state or federal court as of the date Employee signs this Agreement; or (6) claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004.

Waiver of Right to Trial

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that are subject to arbitration under this Agreement.

No Consolidation of Claims / Waiver of Class Claims

The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on behalf of other persons, or to otherwise participate in, a class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

Arbitration Procedures; Final and Binding Award

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association ("AAA"), which can be viewed at <http://www.adr.org/employment>. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator's award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

Notwithstanding the foregoing, and regardless of what is provided by AAA's rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

Governing Law

The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee

intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

Costs of Arbitration

The School and employee agree that the School will bear the arbitrator's fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys' fees and costs incurred in connection with the arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as required or permitted by applicable law. If there is a dispute as to whether the School or employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

Severability

The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Complete Agreement

The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

Knowing and Voluntary Agreement

The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or termination thereof that are subject to arbitration under this Agreement.

Initial_____

Section V: Operational Considerations

A. Employer Property

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School premises, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a school site should remove any personal items at the time they leave the School. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

B. Use of Electronic Media

The School uses various forms of electronic communication including, but not limited to computers, email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information.

The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

C. Social Media

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIKIs, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media networks may view the employee as a representative of the School, the School requires employees to observe the following rules when referring to the School, students, programs, activities, employees, volunteers and communities on any social media networks.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment,

or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

Protect confidential information. Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting student'(s)/co-worker'(s) picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

Be transparent. Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

Perception can be reality. In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

Work/Personal Distinction. Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

Personal Social Networking & Media Accounts. Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

Social Interaction With Students. Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

Contacting Students Off-Hours. Employees should only contact students for educational purposes and must never disclose confidential information possessed by the employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

Be a positive role model. Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public.

School Logo. The use of the School logo(s) on a social media site or elsewhere must be approved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

D. Public Relations

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a

respectful, professional and courteous manner.

4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Below are several things employees can do to help leave people with a good impression of the School. These are the building blocks for continued success.

1. Communicate regularly.
2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
5. Respond to email and voicemail within 24 hours during the workweek.
6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, their supervisor should be contacted immediately.

If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

E. Solicitation & Distribution

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are

permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is prohibited at all times on School property.

F. Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the office will be made by the CEO or designee. When the decision is made to close the office, employees will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, employees eligible for vacation may elect to utilize their available vacation hours in order to remain in paid status.

Employees are encouraged to listen to local news and radio reports. In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year or shorten holiday breaks.

Initial_____

Section VI: Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

A. Telecommuting

The School may allow employees to telecommute if it benefits the interests of the School. A written proposal for such arrangements must be presented to HR and the supervisor for review and approval. Employees who telecommute may be required to attend in-person meetings at the office or other designated locations.

Telecommuting does not change the employee's work location and employees are still responsible for all costs associated with travel to and from the office as part of their reasonable commute, when they are required to report to their work location.

Employees are encouraged to speak with a tax professional as to any tax benefits or deductions for utilizing a home office. Employees are responsible for any tax liability should they claim such an expense and it is later disallowed by the Internal Revenue Service.

Employees who telecommute must maintain the security of all confidential and/or sensitive information and other proprietary information, as if they were working in the office. All security procedures apply, regardless of whether the employee is in the workplace or telecommuting. Certain confidential documents or information will not be taken home without authorization from the CEO or designee.

Employees who telecommute are responsible for following all safety rules. Telecommuters will develop a written agreement with the CEO or designee concerning the type and amount of work the telecommuter will be expected to perform. The ability to telecommute does not change the level of performance expected from an employee. Nonexempt employees will track their time in the system and report work accomplished at a frequency agreed upon with the supervisor. Exempt employees must complete the duties as outlined in their job description and assigned by their supervisor.

Employees who are subject to overtime laws are required to adhere to their beginning and ending work times, rest break, and meal periods. Telecommuting employees must continue to maintain required time records. Work time must be recorded on the employee's time card.

The School retains the right to require a reapproval process and/or rescind any telecommuting agreement at any time and to require any telecommuter to report to the office or work location to work.

Violation of any telecommuting policies may result in the immediate termination of any telecommuting agreement. For additional information, please review the Remote Work Policy and contact Human Resources.

B. Student Safety

The effective employee is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the following:

1. Never leave students unsupervised and ensure that another responsible adult is present when leaving students.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g., revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

C. Employee Safety

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When

reporting the injury, an employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per CalOSHA guidelines.

D. Transporting Students

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

E. Employee Driving Policy

EACS must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties ("Driving Employees") meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver's license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role. This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

Driver's License and Insurance Coverage

1. In order to operate a personal vehicle when used to perform EACS business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Executive Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate. Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be

terminated or placed on inactive/unpaid status until the issue is remedied.

2. EACS requires that a Driving Employee carry the following insurance amounts and coverage:

Automobile Liability - \$100,000 per person; \$300,000 per occurrence

Property Damage - \$50,000 per occurrence

Medical Payments - \$5,000 per person

Notification of Traffic Violations Resulting in Criminal Convictions

EACS receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run
4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

Responsibilities of Human Resources

When recruiting for positions that require the employees to operate a vehicle the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

Employee Responsibility

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

Use of Electronic Devices While Operating a Vehicle

EACS recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the

School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle.

Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

Revocation of Driving Privilege

1. The Human Resources Director or designee will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a "negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.
2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on EACS business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

Alternative Transportation

All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions. With the advance approval of the Executive Director or designee, the employee may be reimbursed the actual miles traveled using the Schools' current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an illness, injury, or disability. The HR manager or designee will ensure compliance in all matters pertaining to this policy.

F. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties; meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been free of a fever for at least 24 hours.
2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
4. Avoid touching eyes, nose, or mouth.
5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.

Supervisors will encourage employees to utilize paid sick and vacation if available to cover absences due to contagious temporary illnesses. Please contact HR regarding any questions about the possible contagious nature of any illness in the workplace.

The School will comply with all applicable statutes and regulations that protect the

privacy of persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School may implement specific procedures through its emergency communication action plan including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

G. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co-workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or postsecondary school. A copy of the restraining order is to be submitted to human resources.

Initial_____

Section VII: Employee Wages and Benefits

A. Wages

Several factors may influence the compensation for a position. Each position is defined by a broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy, and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience. The Executive Director is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

B. Stipends

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed annually.

C. Paydays

All salaried exempt employees are paid on the 26th of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on the 10th and 26th of each month. Hours worked from the 16th through the last day of each month will be paid on or

before the 10th of each month. Hours worked from the 1st through the 15th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact HR.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. Due to banking requirements it may take several weeks for activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

D. Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further

information regarding CalSTRS accounts can be found at www.CalSTRS.com.

6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under the "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. If any deduction is unclear, contact HR.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their W-4 and DE-4 withholdings.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and provided to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld, and total wages.

While the School strives to process payroll correctly, an error may occur from time to time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for coming forward with a complaint or question about their paycheck.

E. Wage Attachments and Garnishments

When an employee's wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and

procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.

Exempt (FTE)	Non-Exempt (Hours per Week)	<i>Eligible employees will have the option to choose to enroll in benefits or elect a cash in lieu stipend with proof of alternate coverage.</i>	
		*Tiered Benefit Stipends (for Health, Dental, and/or Vision)	*Cash In Lieu of Benefits
.75+ FTE	30+ hours	\$1,300/month	\$200/month
.50 - .74 FTE	20-29 hours	\$780/month	\$100/month
.49 FTE or less	19 hours or less	not eligible	not eligible

2. Benefit Design and Modification

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on management decisions and resources.

3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these

official documents are readily available from HR for review. Questions about this information should be directed to HR.

4. Cash in Lieu of Health Benefits

Eligible employees may opt out of health benefits provided by the School and elect to receive a "Cash in Lieu" (CIL) option. CIL is dependent upon employment status and full time equivalent, included but not limited to hours worked or number of students assigned per pay period. Please refer to the employment agreement for more information.

In order to be eligible for cash in lieu of health benefits, an employee must provide proof of enrollment in a qualifying group health plan, including their name and the effective date of coverage, on their spouse or parent's employer sponsored plan, State Medicaid, Medicare, or VA Benefits. Proof of enrollment must be provided at the time of benefit enrollment for new hires or during the open enrollment period in order for the cash in lieu of benefits to be paid. Individual Family Plans (IFP) and Covered California coverage plans are not eligible for cash in lieu of benefits. All eligible employees will automatically be enrolled in the employer provided life insurance plan. Payment of the appropriate CIL amount will occur on each pay period of the current school year.

If the employee should enroll part way through the plan year due to a Qualifying Life Event (QLE), or if hired after the start date for the position, the annual CIL will be adjusted at the next pay period.

5. Right to Modify

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

6. Changes in Health Benefits

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan.

For more complete information regarding any of the benefit programs, please contact HR.

7. COBRA Benefits

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee’s hours, leave of absence, divorce or legal separation, and a dependent child no longer meets eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of the coverage at the group rates plus an administration fee. The School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee’s rights and obligations.

8. Look-back Measurement Method – Seasonal and Variable Hour Employees

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status.

This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period. The initial measurement period begins on the first day of the calendar month following a one month probationary period.

A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week on average during the measurement period.

After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

G. Retirement Plan Offerings

The School is committed to providing retirement benefits to the employees. Plan details may be obtained through HR.

403(b)/457(b) Deferred Compensation Plan

All employees can open a 403(b) and/or 457(b) account and make employee contributions through payroll deductions.

Employer Contributions:

The employer contribution towards a deferred benefit plan is based on an eligible employee's active contribution to a 403(b) or 457(b) account. Eligible employees must open a 457(b) account in order to receive the employer contribution. The employer contribution will be made to the employee's 457(b) account in an amount not to exceed a matching contribution up to 7% of the employee's base annual salary. Eligible employees are immediately vested in employer contributions. Seasonal employees are not eligible for employer contributions.

Classified Employees: To be eligible for an employer contribution, a classified employee must work at least 20 hours/week.

Certificated Employees: To be eligible for an employer contribution, a certificated employee must serve a minimum number of students, work at least 20 hours/week, or have an assignment at least 0.5 FTE.

Certificated staff participating in CalSTRS are not eligible for an employer contribution to a 457(b) plan.

California State Teachers Retirement System (CalSTRS)

The School may offer a defined benefit plan through CalSTRS. Eligible credentialed employees employed at a CalSTRS school will be mandatorily enrolled in CalSTRS, and have employer and employee contributions submitted to CalSTRS on a monthly basis. Benefit information on this program is available at the CalSTRS website at www.calstrs.com.

H. Expense Reimbursement Process

1. Supplies

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Employees receiving a stipend for supplies may not exceed the stipend amount. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item that exceeds the amount of the stipend.

2. Travel

The School will only reimburse actual and necessary expenditures for staff. Attendees shall be held accountable for good judgment regarding expenditure of tax dollars. All expenditures must have scanned copies of itemized original receipts, regardless of the amount. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. In addition to those items listed below, associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement.

3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. Employees must include verification of miles driven either using a platform adopted by the School, or by attaching a Mapquest/Google map or the like, with the request for reimbursement.

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Please see the Travel Manual for additional details.

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training. Please see the Travel Manual for additional details.

The reimbursement rates are:

\$20 for breakfast, \$25 for lunch, \$30 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed \$75. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report. Please see the Travel Manual

for additional details.

6. Postage

Employees will be reimbursed for any postage related expense requested by the School. Employees must get pre approval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor.

For employees who receive a monthly supply stipend, only the portion of the expense that exceeds the stipend will be reimbursed.

7. Procedure for Expensing

Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO or Executive Director with a short description of what will be purchased.

Expense reimbursements must be submitted within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle. Please see the Travel Manual for additional details.

Initial_____

Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

B. Paid Sick Leave

Paid sick leave may be used for an employee's own illness, for preventative care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings and those related to the employee by blood or affinity equivalent. Sick leave may also be used when an employee needs to manage matters surrounding domestic violence, sexual assault, stalking or when their worksite or their child's school or daycare closes due to public health emergencies. Except in the case of an illness or emergency, sick leave must be requested at least five (5) days in advance by submitting the request through the payroll system. Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave.

Employees requesting sick leave may be required to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Employees will be paid their regular compensation when using paid sick days. Sick leave hours will not be advanced ahead of the earned accrual.

Employees may use sick leave in thirty minute minimum increments, which will be deducted from the employee's accrual balance. Employees are not required to find a replacement for their work while taking protected sick time. Paid sick day balances are available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

1. Paid Sick Leave - Full Time Employees

The School provides sick pay for full time employees who regularly work a minimum of 30 hours per week. All full time classified, non-teaching certificated and special education certificated employees accrue one (1) sick day per month in paid status. Nonexempt employees are paid semi-monthly, and will accrue the equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law.

Certificated Sick Accrual <i>Full Time Certificated Employees</i>					
Sick Leave	Student Count or FTE	Hours Worked Per Week	Non-Exempt : Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	.75 to 1.0 FTE	30+ hours	4/4	8	8

Classified Sick Accrual <i>Full Time Classified Employees</i>					
Sick Leave	FTE	Hours Worked Per Week	Non-Exempt : Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	.75 to 1.0	30+ hours	4/4	8	8

2. Paid Sick Leave – Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time, per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 24 hours (3 days) of paid sick leave in a 12 month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 24 hours (3 days) of paid sick leave in a year. Sick leave accrual will be capped at 48 hours (6 days), in compliance with both state and city ordinances.

Sick Accrual					
<i>Part Time, Per Diem, Seasonal, and Temporary Employees</i>					
Sick Leave	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt : Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 1	.50 - .74	20-29	3/3	6	6
CA SL	.49 or less	19 or less	2/2	-	4

C. California State Benefits

California State Disability Insurance (SDI) is funded through employee contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for their non-work-related illness or injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees residing in the State of California with the ability to access their State Disability Insurance for partial wage replacement benefits to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who request time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees must notify HR of their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department. Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health conditions.

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to self, the successful completion of pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four

months total. "17 1/3 weeks" means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12-month look-back period will apply to all leaves granted concurrently.

1. Pay During Pregnancy Disability Leave

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

2. Health Benefits

The provisions of various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If the employee takes pregnancy disability leave and is eligible under the Family Medical Leave Act (FMLA), the School will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work after PDL ended. Leave taken under the pregnancy disability policy runs concurrently with FMLA under federal law, but not California Family Rights Act (CFRA). If the employee is ineligible under the federal and state family and medical leave laws, while on pregnancy disability they will receive continued paid coverage on the same basis as other medical leave that the School may provide and for which the employee is eligible, such as continued PDL. In some instances, the School may recover premiums it paid to maintain health coverage for the employee if they fail to return to work following pregnancy disability leave.

3. Medical Certifications

An employee requesting a pregnancy disability leave must provide a medical

certification from their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

4. Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by contacting HR.

The employee should provide at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

5. Return to Work

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

If the employee is not reinstated to the original position, the employee will be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

6. Employment During Leave

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment with the School.

7. Lactation Accommodation

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. If the employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The following information provides employees with a general description of their FMLA and CFRA rights.

Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the "rolling" method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under PDL. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

1) Family Medical Leave Act

Employee Eligibility Criteria

FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee must have been employed by the School for at least twelve (12) months,
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and

- The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
2. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
3. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

Intermittent Leave under FMLA

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take intermittent leave.

2) California Family Rights Act

The Fair Employment and Housing Act (FEHA), enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. CFRA applies to all employees of the state of California and any other political or civil subdivision of the state and cities, regardless of the number of employees.

Employee Eligibility Criteria

CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service.
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a worksite where there are 5 or more employees within a 75 mile radius.

CFRA leave may be taken for one or more of the following reasons:

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.
2. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, and sibling who has a serious health condition.
3. For a serious health condition that renders the employee unable to perform their job.
4. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

Intermittent Leave under CFRA

Full-time employees may take leave of up to 12 workweeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

3) Process for Requesting FMLA/CFRA Leave

Leave Procedures

The following procedures shall apply when an employee requests leave:

The employee must contact HR as soon as the need for the leave is realized.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of

the applicable family members.

If the employee cannot provide 30 days' notice, the School must be informed as soon as is practical. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis. The School will respond to a leave request within 5 business days. The School requires written communication from the health-care provider stating the reason for the leave and the probable duration of the condition. However, the health care provider may not disclose the underlying diagnosis without the consent of the patient.

If the FMLA/CFRA leave request is made because of the employee's own serious health condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the employee is provisionally entitled to FMLA/CFRA leave.

The School requires the employee to provide certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. If the employee does not provide medical certification in a timely manner to substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for approved family members per FMLA/CFRA, the employee must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.

Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- 1) Date of commencement of the serious health condition;
- 2) Probable duration of the condition; and
- 3) Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

4) Pay and Benefits Under FMLA/CFRA

Health and Benefit Plans

The School provides health benefits under a group plan, and will therefore continue to make these benefits available during the leave if the employee is enrolled in the group plan. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 work weeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the School may recover from employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave. Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the approved time) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The employee will also continue to make premium payments, if applicable, based on the payment schedule outlined in the premium payment letter. They will then be able to remain on benefits for any time taken under approved FMLA/CFRA leave if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The School is not required to pay employees during FMLA/CFRA leave and may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the FMLA/CFRA leave is for the employee's own serious health condition the use of sick time is required and will run concurrent with FMLA/CFRA leave.

Time Accrual

Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

COBRA Benefits

If an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

5) Reinstatement Upon Return From FMLA/CFRA

Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions:

- 1) An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;

- 2) The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
- 3) The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
- 4) If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees.

Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

F. Bereavement Leave

The School grants leave of absence to benefited employees (employees with at least 50% employment) in the event of the death of the employee's current spouse, child, parent, parents-in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son-in-law, or daughter-in-law, step-parents, foster parents, foster children, and domestic partners. An employee with a death in the family may take up to five (5) consecutive scheduled work days off with pay with the approval of the supervisor. In the event services are located out-of-state, the allowed time off will be seven (7) days. An employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four hour increments. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days. The CEO or designee may approve additional unpaid time off.

G. Military Leave

Regular full time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All employees, except those hired on a temporary or seasonal basis, are eligible for the

leave.

Length of Leave

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

Request Procedure

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

Reinstatement

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

1. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
2. Between 31-180 days: The service member must submit an application for reemployment within 14 days of release from service.
3. For 181 days or longer: An application for reemployment must be submitted

within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to reemployment.

H. Organ and Bone Marrow Donation Leave

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and five (5) days for bone marrow donation.

A medical note will be required to be submitted. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to work. There will be no discrimination or retaliation for any leave taken.

I. Jury Duty and Witness Leave

The School encourages employees to serve on jury duty when called. Postponement to non-instructional or off-peak department times is encouraged in order to minimize the impact to the School.

Seasonal and part-time employees will be provided unpaid time off to participate in jury duty. Nonexempt employees will receive full pay while serving up to 5 days of jury leave. Exempt employees called for jury duty will receive full salary for the time spent; however, exempt employees are expected to arrange their work schedule to minimize the impact on the School and must consult with their supervisor for guidance.

The employee should notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

K. Victims of Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave regardless of whether any person is arrested, prosecuted, or convicted of committing a crime. This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to victims of certain serious or violent felonies. Employees may use available and accrued sick leave. The employee may also take paid vacation if eligible. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.

The employee should provide notice and certification if they need to take leave under this policy. Certification may be sufficiently provided by any of the following:

1. A police report indicating that the employee was a victim of domestic violence.
2. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

L. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the

CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

M. Recreational Activities and Programs

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

N. Workers' Compensation

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. The workers' compensation benefits provided to injured employees include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. If the employee believes the injury or illness is caused by their job and develops gradually, the report should be filed as soon as possible. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. If the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;
- Seek medical treatment and follow-up care if required;
- Complete a written claim form and return it to HR as soon as possible.
- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed

rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

- Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
- Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;
- Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.

P. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the Executive Director, CEO or designee.

Employees will be allowed with the approval of their supervisor and the CEO or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An

employee will be expected to complete missed work or assignments upon return.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the Executive Director or CEO.

Q. Holidays

The School recognizes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)

Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full time (thirty or more hours per week) classified employee in paid status on the working day immediately preceding or following the holiday. A holiday that falls during a classified employee's vacation time or sick time is paid as a holiday and is not deducted from vacation or sick-leave balances.

R. Vacation (Classified Employees)

The School's vacation policy is intended to provide eligible classified employees with time away from work for relaxation and renewal. In order to be eligible for vacation accrual, an employee must be a full time (thirty or more hours per week) classified exempt or nonexempt employee.

Vacation accrual begins on the first day of employment, and employees are eligible for

vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee's pay stubs.

Vacation Accrual <i>Classified Staff</i>					
	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt : Per Semi Monthly Pay Period	Exempt: Per Pay Monthly Period	Total Sick Hours Accrued Per Month
Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours
Part Time	.475-.74	20-29	3 hours/ 3 hours	6 hours	6 hours
Part Time	.475 or less	19 or less	not eligible	not eligible	not eligible

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. A requested vacation will be approved if the absence does not cause a disruption of service or place an undue burden on fellow employees. All vacation requests must be made in advance of the time to be taken. Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an emergency situation. Failure to get pre-approval may result in disciplinary action. The supervisor may determine peak times in which vacations may not be approved.

Employees may be required to use their earned vacation hours during school recess. Vacation can be used in increments of 1 hour and only used from the employee's available accrual. Vacation hours cannot be advanced ahead of the earned accrual. Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual. Employees will not accrue any additional vacation until their balance has dropped below the annual cap.

Terminating employees (voluntary or involuntary discharge, death, end of employment agreement, etc.) will be paid all accrued and unused vacation in their final paycheck.

S. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first and last day of the assignment, all recess periods, and designated non-work days. For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

T. Make-up Time

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single work day (without prior approval), and the make up time must all be taken and used within the pay work week. If an employee requests make-up time and has worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make up time must be submitted to the supervisor in advance.

U. Suggestions

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Initial_____

Confirmation of Receipt of Handbook

I have received the School's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with its policies and procedures, including the Schools policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the Handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the CEO, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the CEO has the authority to make any such agreement and then only in writing, signed by the CEO.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

Employee's Signature

Employee's Print Name

Date

Coversheet

Consent - Policy Development

Section: VI. Consent
Item: B. Consent - Policy Development
Purpose: Vote
Submitted by:
Related Material: REDLINE EACS - 6010 Independent Study Policy .pdf
EACS - 6010 Independent Study Policy (1).pdf

BACKGROUND:

6000 Series -Instruction

6010 - EA Independent Study Policy

- Updates were made to the Independent Study policy to align with the 24-25 CA budget trailer bill. These changes included changing short term independent study from 14 to 15 days. Clarifying language was also added indicating that evidence of student participation in synchronous instruction may include pupil work produced or performed during that time, **or documentation that the pupil participated either visually or verbally.**

RECOMMENDATION:

It is recommended the Board approve the changes to the Board policies, as presented.

INSTRUCTION**6010-EA****INDEPENDENT STUDY POLICY**

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

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

1. For students in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be twenty (25) school days.
2. An evaluation shall be completed to determine whether it is in the best interest of the student to remain in the independent study under the following circumstances:
 - a. In the event that a student misses three (3) assignments during any period of twenty (25) school days.
 - b. In the event the students educational progress falls below satisfactory levels as determined by the Charter School Satisfactory Educational Progress Policy and procedure which considers All of the following indicators:
 - i. The pupils' achievement and engagement in the independent study program, as indicated by the pupils' performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts as determined by the supervising teacher.
 - iv. Progress toward successful completion of the course of study or the individual course, as determined by the supervising teacher..

The evaluation will be documented in the attendance record and learning record documents and will be maintained as a mandatory interim student record which shall be maintained for a period of three years from the date of evaluation and, if the pupil transfers to another California public

INSTRUCTION**6010-EA****INDEPENDENT STUDY POLICY**

school, the record shall be forwarded to the school.

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation requirements.

- a. For college-bound students, all 15 required courses as determined by the UC or CSU as creditable under the A-G admissions criteria are accessible.
- b. For diploma-bound students, all core courses meet graduation requirements and remain A-G accessible
- c. For Certificate of Completion and the Alternative Diploma, all students have access to A-G approved courses when requested.

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

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

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

- a. Verification of current contact information for each enrolled pupil;
- b. Notification to parents or guardians lack of participation within one school day of the recording of a non-attendance day or lack of participation;
- c. A plan for outreach from the school to determine pupil needs including connection with health and social services as necessary;
- d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
- e. An Attendance Intervention Meeting (AIM) will be held once a student

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receives a second Progress Improvement Notification (PIN) to determine if it is in the best interest of the student to remain in independent study. The meeting shall include a review of the pupil's written master agreement, and reconsideration of the independent study program's impact on the pupil's achievement and well-being. If the student and parent/guardian elect to stay enrolled, the team will develop an agreement to help support the student to make satisfactory educational progress, including additional resources and supports.

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

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

- a. Pupils in all grades Tk-12 will have access to their teacher or teachers of record (as designated by Education Code Section 51747.5) for synchronous instruction opportunities as outlined in Education Code Section 51747(e) between the pupil and a Charter School employee or employees for the purpose of maintaining school connectedness. This interaction may take place in person, or in the form of internet or telephonic communication. **Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5 or the certificated employee of the local educational agency providing instruction for course-based independent study. Evidence of student participation in synchronous instruction may include, but is not limited to, pupil work produced or performed during that time, or documentation that the pupil participated either visually or verbally.**
- b. For pupils in Transitional Kindergarten through grade 3, inclusive, opportunities for daily synchronous instruction will be provided for all pupils throughout the school year by their teacher or teachers of record.
- c. For pupils in grades 4 to 8, inclusive, opportunities for both daily live

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interaction (by a Charter School employee) and at least weekly synchronous instruction (by their teacher or teachers of record) will be provided for all pupils throughout the school year.

- d. For pupils in grades 9-12, inclusive, opportunities for at least weekly synchronous instruction will be provided for all pupils throughout the school year by their teacher or teachers of record.

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

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

- a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
- b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
- c. The specific resources, including materials and personnel, which will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- g. A statement detailing the academic and other supports that will be provided to

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address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. The student will always be eligible to return to his/her school district. The Charter School will assist with the transition of pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days.
- i. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- j. For a pupil participating in an independent study program that is scheduled for more than ~~15-14~~ school days, each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. ~~Beginning in the 2022-23 school year,~~ for a pupil participating in an independent study program that is scheduled for ~~fewer less~~ than ~~16~~ ~~15~~ school days, each written agreement shall be signed ~~within 10 school days of the commencement of the first day~~ of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
- k. Written agreements may be signed using an electronic signature that complies

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

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

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

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INDEPENDENT STUDY POLICY

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- c. A plan for outreach from the school to determine pupil needs including connection with health and social services as necessary;
- d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
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- a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
- b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
- c. The specific resources, including materials and personnel, which will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- g. A statement detailing the academic and other supports that will be provided to

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address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. The student will always be eligible to return to his/her school district. The Charter School will assist with the transition of pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days.
- i. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- j. For a pupil participating in an independent study program that is scheduled for more than 15 school days, each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. or a pupil participating in an independent study program that is scheduled for fewer than 16 school days, each written agreement shall be signed of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
- k. Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced

INSTRUCTION

6010-EA

INDEPENDENT STUDY POLICY

by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

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

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

Coversheet

Approval of Excel Academy Charter School Petition for Charter Renewal

Section: VIII. Business/Financial Services
Item: A. Approval of Excel Academy Charter School Petition for Charter
Renewal
Purpose: Vote
Submitted by:
Related Material: Excel Academy Charter Petition - HELENDALÉ - 7 yr (1).pdf

Excel Academy Charter School Charter School Petition



For the Term of:
July 1, 2024 – June 30, 2031

Presented to:
Helendale School District
Helendale, CA
DATE: May 8, 2024

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AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Heidi Gasca, hereby certify that the information submitted in this petition for a California public charter school to be named Excel Academy Charter School (“EACS, Excel Academy, or the “Charter School”), operated as Excel Academy Charter School (“Excel” or the “Organization”), a tax-exempt 501(c)(3) nonprofit public benefit corporation and to be authorized by the Helendale School District (“HSD” or the “District”) is true to the best of our knowledge and belief. I also certify that this application does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- EACS shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of EACS for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (c)(6)]
- EACS shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- EACS shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- EACS shall admit all students who wish to attend the Charter School unless EACS receives a greater number of applications than there are spaces for students, in which case it will hold a public random lottery to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or that student’s parents or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)].
- Preferences, including, but not limited to, siblings of students admitted or attending the charter school, children of charter school teachers, staff, or founders named in the initial charter, may be permitted by the chartering school district on an individual charter school basis. The priority order for any admissions preferences shall be determined in the charter petition and shall comply with the following:
 - Each preference type shall be approved by the District at a public hearing;
 - Preferences shall be consistent with federal law, the California Constitution, and Education Code Section 200;
 - Preferences shall not result in limiting enrollment access for students with disabilities, academically low-achieving students, English Learners, neglected or delinquent students, homeless or economically disadvantaged students, foster youth, or based on a student’s nationality, race, ethnicity, or sexual orientation.
 - In accordance with Education Code Section 49011, preferences shall not require

mandatory parental volunteer hours as a criterion for admission or continued enrollment.


- EACS Shall comply with the requirements of Education Code Sections 48850 *et seq.* Regarding the enrollment and placement of homeless students and foster youth.
- EACS shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(ed)(1)]
- EACS shall adopt policy that is consistent with the model policy developed by the California Attorney General addressing the Charter School's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code Section 234.7.
- EACS shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications, in compliance with Education Code Section 48907.
- EACS shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act ("ADA") of 1990, and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").
- EACS shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. California Code of Regulations, Title 5, Section 11967.5.1(f)(5)(c)]
- EACS shall ensure that teachers at EACS hold the Commission on Teacher Credentialing ("CTC") certificate, permit or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a Board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Sections 47605(l)(1) and 47605.4(a)]
- EACS shall at all times maintain all necessary and appropriate insurance coverage.
- EACS shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a student is expelled or leaves EACS without graduating or completing the school year for any reason, EACS shall notify the superintendent of the school district of the student's last known address within 30 days, and shall, upon request, provide that school district with a copy of the

cumulative record of the student, including report cards or a transcript of grades, and health information. If the student is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the student had been enrolled in the Charter School. [Ref. Education Code Section 47605(d)(3)]

- EACS may encourage parental involvement, but shall notify the parents and guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- EACS shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]
- EACS shall comply with all laws regarding the provision of specified accommodations to pregnant and parenting students and shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. [Ref. Education Code Sections 222, 222.5, 46015]
- EACS shall maintain accurate and contemporaneous written records that document all student attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- EACS shall on a regular basis consult with its parents and teachers regarding EACS's education programs. [Ref. Education Code Section 47605(d)]
- EACS shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- EACS shall comply with all laws establishing the minimum and maximum age for public school enrollment and will not enroll pupils over 19 years of age unless continuously enrolled in a public school and making satisfactory progress toward high school diploma requirements. [Ref. Education Code Sections 47612(b) and 47610(c)]
- EACS shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- EACS shall comply with the California Public Records Act, Government Code Section 7920.000, et seq. ("CPRA").
- EACS shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").
- EACS shall comply with the Ralph M. Brown Act, Government Code Section

54950, et seq., ("Brown Act").

- EACS shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 ("Section 1090").
- EACS shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* ("PRA").
- EACS will comply with all applicable independent study laws and regulations including but not limited to Education Code Sections 51745, *et seq.*; 47612.5; 47634.2; and Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854.
- EACS shall meet or exceed the legally required minimum number of school days. [Ref. California Code of Regulations, Title 5, Section 11960]

DocuSigned by:

3110C68C22BD4F9...

Lead Petitioner

5/3/2024 | 2:23 PM PDT

Signature Date

EVIDENCE OF MEETING CHARTER RENEWAL CRITERIA

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School

Dashboard (“Dashboard”), and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools’ performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

The three performance categories are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria —Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term —Education Code Section 47607.2(a).
- Middle Performing – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the California School Dashboard (the “Dashboard”) and Education Code Section 47607.2(b).

For the first time since 2020, the CDE has published a list of high-, middle-, and low-performing charter schools. EACS is thrilled to have been deemed a high-performing school by the CDE and is thus entitled to a default renewal standard, for a term up to seven years.

Due to the suspension of the Dashboard in 2020 and 2021 for the COVID-19 pandemic, charter schools cannot be placed into performance categories as contemplated by AB 1505. All charter schools with only one year of data are placed in the middle performing track. This was true prior to COVID-19 and is currently true for all charter schools in California.

The CDE can only display the most current year of data (also known as Status) on the 2022 Dashboard. Therefore, compared to prior Dashboards, the use of colors, or performance levels, using two years of data will not be reported. The 2022 Dashboard will use one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for all state indicators based on the 2021–22 school year data.

The state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only (Note: The College/Career Indicator will not be reported)

on the 2022 Dashboard)

- Academic: grades three through eight and grade eleven – English language arts/literacy and Mathematics

Pursuant to Education Code Section 47607(c)(2)(A), a charter school is considered high-performing if either of the following apply for the two (2) consecutive years immediately preceding renewal:

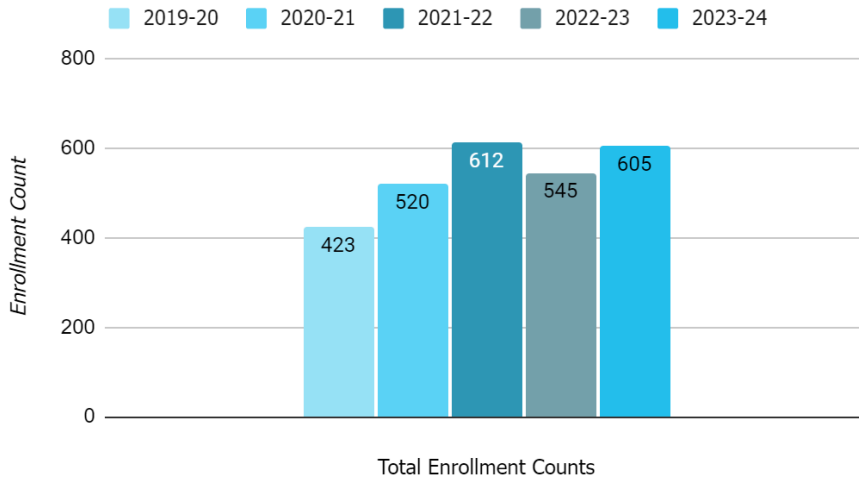
1. The charter school has received the two highest performance levels schoolwide on all the state indicators included in the [Dashboard] for which it receives performance levels.
2. For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.

Accordingly, EACS fits into the high performing category as demonstrated by its performance on the Dashboard. EACS documents its performance on the Dashboard and through verified data, in support of approval of its charter renewal petition, below.

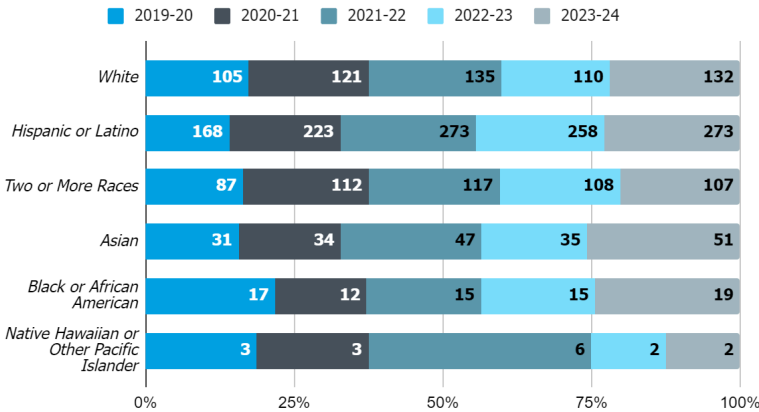
CHARTER RENEWAL CRITERIA

Historic Enrollment Trends

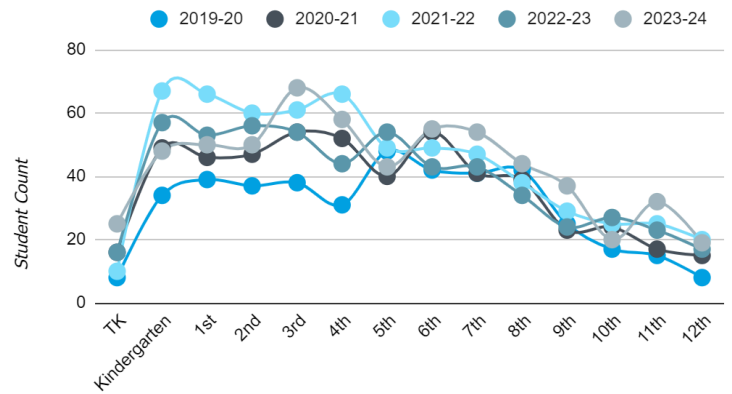
Historical Student Enrollment Counts



Enrollment by Race/Ethnicity

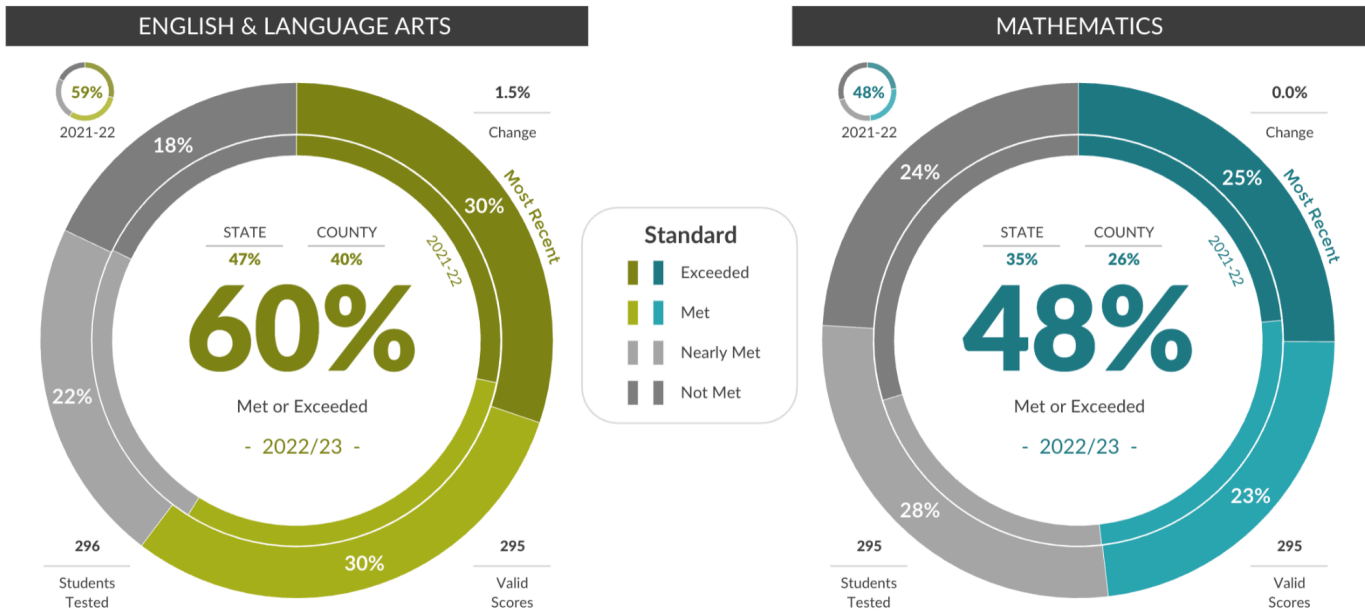


Enrollment by Grade Level

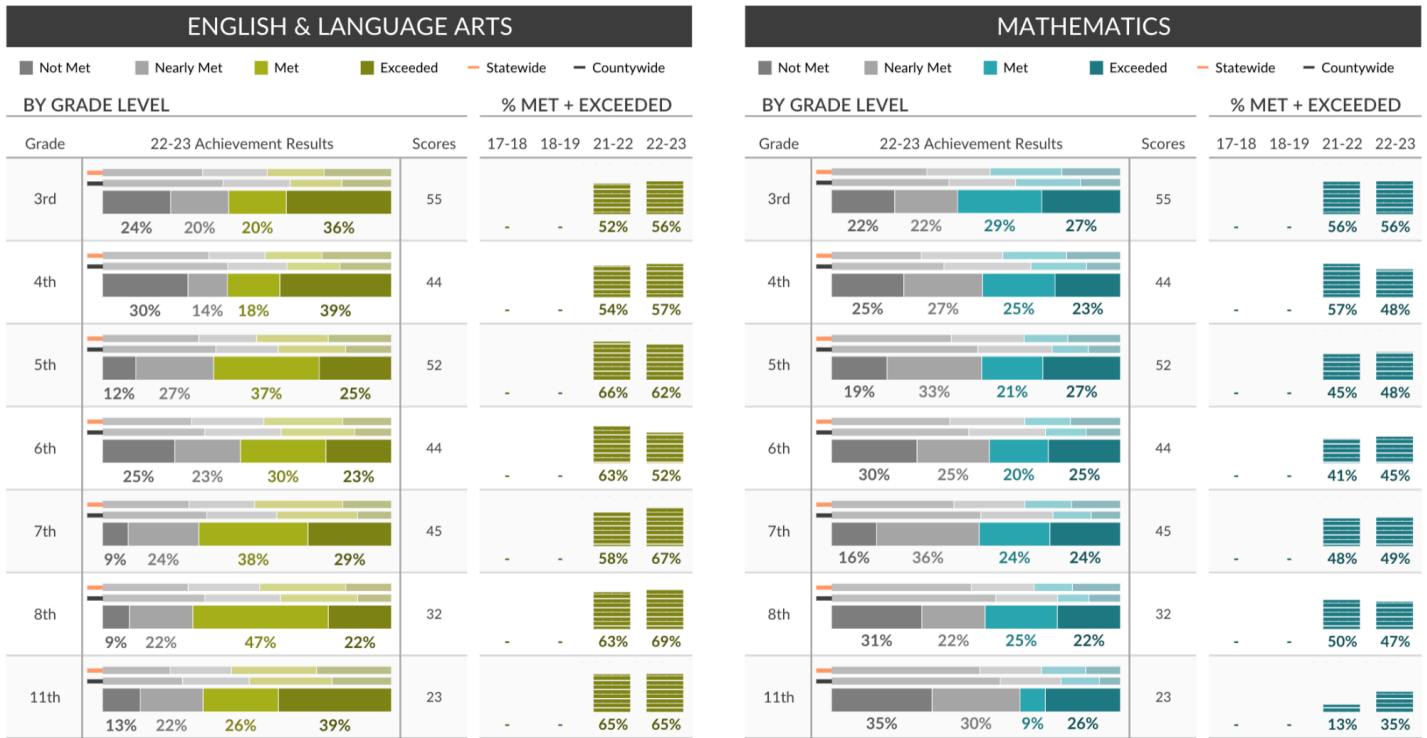


Excel Academy’s student enrollment has steadily increased from 2019 through the 2021/22 school year, with a slight decrease and then subsequent rise from 2022 through the 2023/24 school year. With the increase in student enrollment, EACS observed a much faster growth of Hispanic/Latino students. Please notice the growth increase you see in the Hispanic/Latino student population is becoming more reflective of the demographic data of the community which Helendale serves.

State Test- Smarter Balanced Summative Assessment in ELA and Math



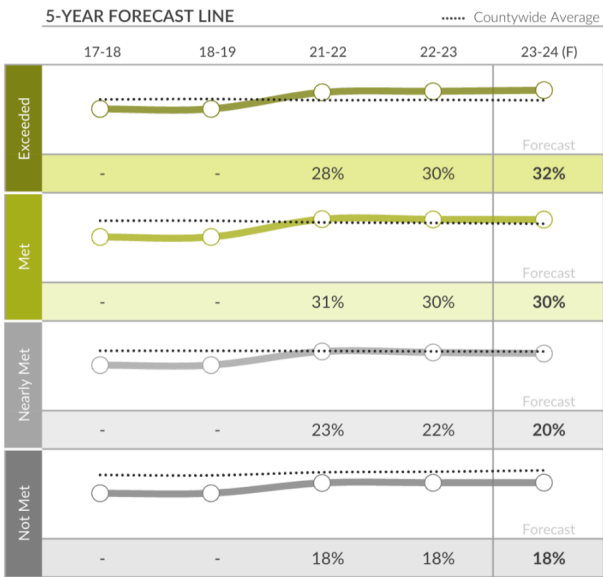
In comparison to 21/22, the 22/23 the overall percentage of students meeting or exceeding grade level standards increased by 1% in ELA and remained the same in math.



Note: Aggregate results are not available for groups of students where 10 or fewer students had tested.

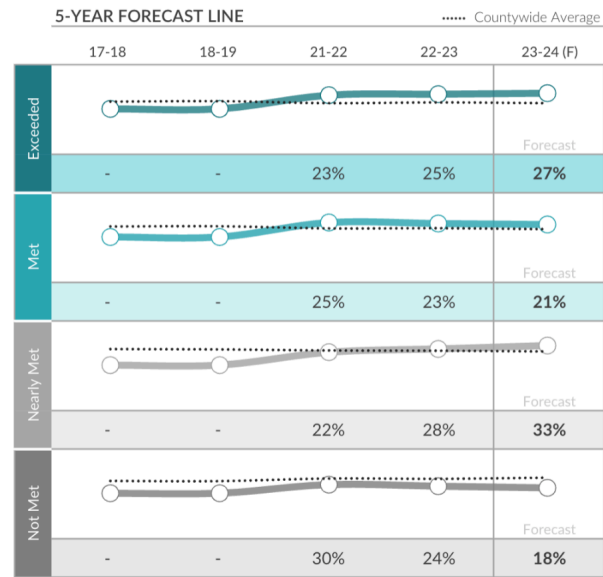
The above charts show fairly consistent results across various grade levels. Analyzing results disaggregated by grade level can shed some light on how ELA and math standards are taught. Results indicate that the scope and sequence of Common Core State Standards appear sound and effective.

ENGLISH & LANGUAGE ARTS



*Future value(s) are predicted based on existing 4-year historical values by using the linear forecast algorithm. The percentages in the last column may not add up to an exact 100%. Past performance is no guarantee of future results.

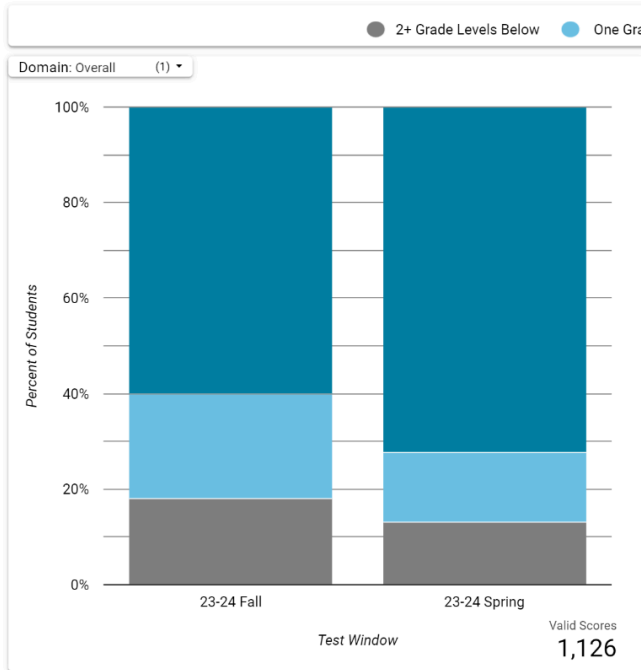
MATHEMATICS



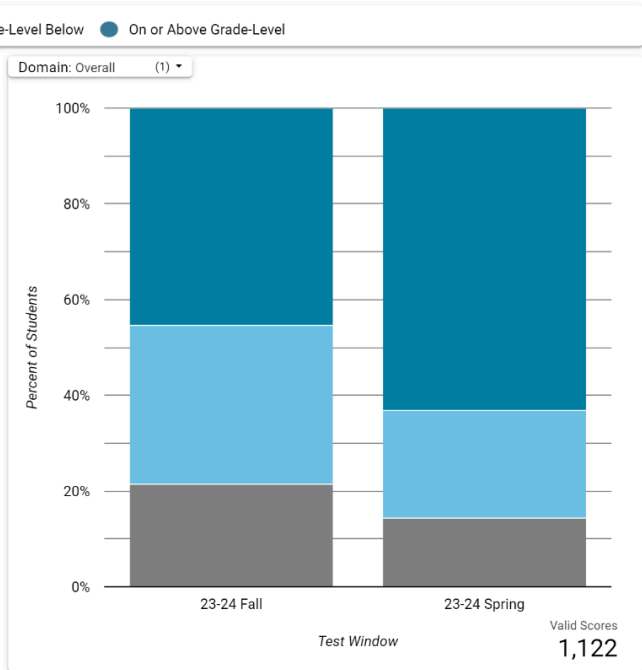
The charts above illustrate a positive trend in ELA and math as more students move into grade level proficiency over time. Based on the observed data, the number of students are decreasing in the nearly or not met regions.

Local Test - iReady Diagnostic in Reading and Math (2023/24)

Reading Results



Math Results



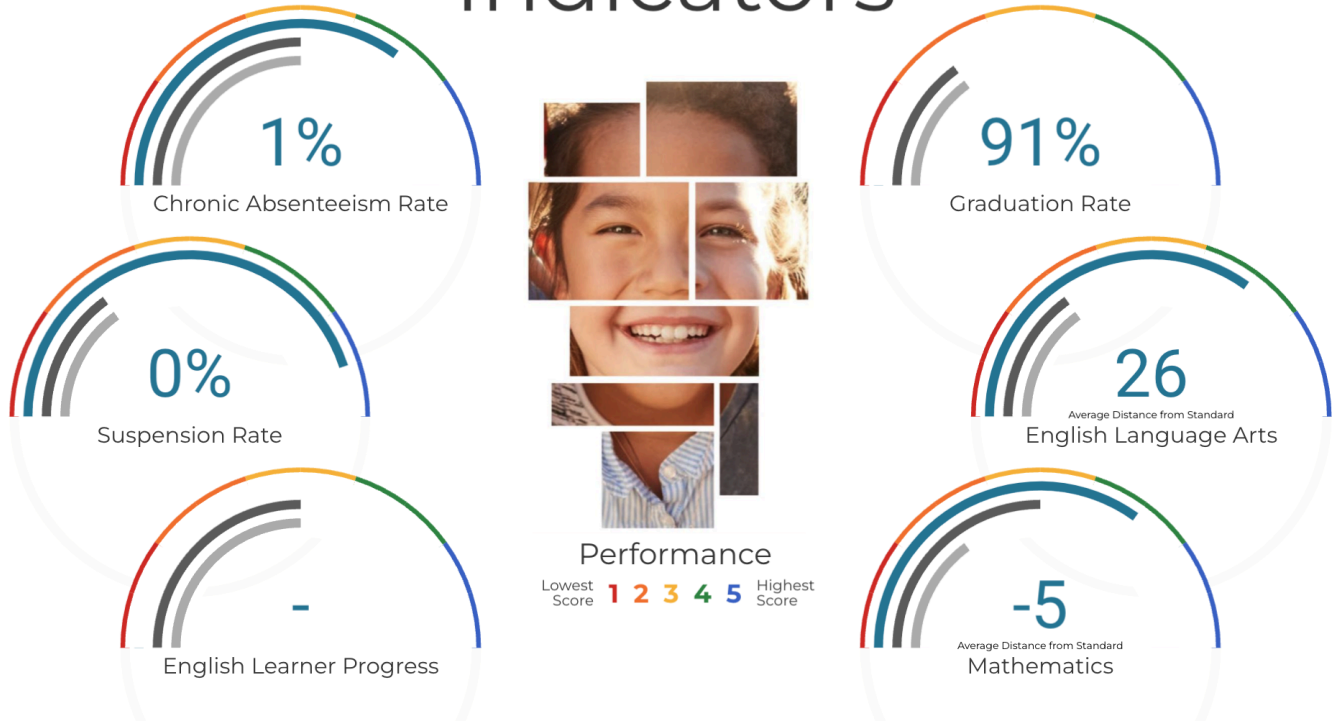
The iReady diagnostic is a criterion-referenced assessment aligned to the Common Core State Standards. The charts show a student matched-cohort analysis from fall to spring administration. Matched cohort includes only students who participated in both test windows. Results show

substantial gains in both reading and math.
State Accountability Model - 2023 CA School Dashboard

Local Control
Accountability Dashboard

Statewide Indicators

- District or School
- County
- California



EACS received high marks on the majority of the available statewide indicators.

County		Priority 4			Priority 5			Priority 6
Category	Student Group	CCI	ELA	Math	ELPI	Graduation	Chronic Absent...	Suspension
All Students	All Students	-	2	3	-	2	3	2
Race/Ethnicity	African American	-	2	2	-	3	3	1
	American Indian	-	3	3	-	1	3	2
	Asian	-	5	5	-	3	4	4
	Filipino	-	5	4	-	2	3	4
	Hispanic	-	2	3	-	2	3	2
	Pacific Islander	-	2	2	-	1	3	2
	Two or More Races	-	3	3	-	4	3	2
	White	-	3	3	-	2	3	2

District or School		CCI	ELA	Math	ELPI	Graduation	Chronic Absent...	Suspension
All Students	All Students	-	4	4	-	0	4	5
Race/Ethnicity	African American	-	0	0	-	-	0	0
	Asian	-	0	0	-	0	3	5
	Filipino	-	0	0	-	-	0	0
	Hispanic	-	4	4	-	0	5	5
	Pacific Islander	-	0	0	-	-	0	0
	Two or More Races	-	0	0	-	0	5	5
	White	-	5	4	-	0	5	5

Compared to the state as a whole Compared to the county and state as a whole, Excel Academy exceeded the scores indicated for the priorities that had enough identified students to score.

California		Priority 4			Priority 5			Priority 6
Category	Student Group	CCI	ELA	Math	ELPI	Graduation	Chronic Absent...	Suspension
Race/Ethnicity	White	-	4	3	-	2	3	3
Student Group	English Learners	-	2	2	3	2	3	2
	English Learners Only	-	0	0	-	-	-	-
	English Only	-	0	0	-	-	-	-
	Foster Youth	-	1	1	-	1	3	1
	Homeless	-	2	1	-	2	3	2
	RFEPs Only	-	0	0	-	-	-	-
	Socioeconomically Disadvan...	-	2	3	-	2	3	2
	Students with Disabilities	-	1	2	-	2	3	2

District or School		CCI	ELA	Math	ELPI	Graduation	Chronic Absent...	Suspension
Race/Ethnicity	White	-	5	4	-	0	5	5
Student Group	English Learners	-	0	0	0	0	0	0
	English Learners Only	-	0	0	-	-	-	-
	English Only	-	0	0	-	-	-	-
	Foster Youth	-	0	0	-	-	0	0
	Homeless	-	0	0	-	0	0	0
	RFEPs Only	-	0	0	-	-	-	-
	Socioeconomically Disadvan...	-	5	4	-	0	5	5
	Students with Disabilities	-	3	2	-	0	3	5

[LEA Criteria for Differentiated Assistance](#)

Lowest Score **1 2 3 4 5** Highest Score

Similar results are observed for the student subgroups, specifically the socioeconomically disadvantaged group of students. Excel Academy's socioeconomically disadvantaged students received either a 4 or a 5 on every indicator.

ELEMENT 1: EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners. – Education Code Section 47605(b)(5)(A)(i).

The annual goals for the charter school for all students and for each subgroup of students identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. – Education Code Section 47605(b)(5)(A)(ii).

If the proposed charter school will serve high school students, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements. – Education Code Section 47605(b)(5)(A)(iii).

1) Mission

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.

2) Vision

Excel Academy is all about CHOICE:

C: Compassion, Creativity , Collaboration, Challenge, & Confidence

H: Helpful, Hands-On , Humility, & Happiness

O: Optimism, Options, Opportunities, Ownership, & Others

I: Independence, Individualization, Inspiration, & Investigation

C: Child-focused, Curiosity, Critical Thinking, Consideration, & Community

E: Education, Equity, Enjoyment, Exploration & Empowerment

3) Educational Philosophy and What it Means to be Educated in the 21st Century

The Charter School seeks to attract and serve a group of students who can benefit from instruction that is flexibly paced, individually targeted, and closely monitored than can occur in a traditional “brick and mortar” classroom. EACS’s model becomes distinguishable from other virtual/independent study or self-directed learning models in that students benefit from a high level of personalized support from professional educators, a feature lacking in other virtual and independent study settings.

The Charter School believes that each student has unique needs and that educational success depends on personalizing learning and providing the appropriate high quality resources, services, and support to meet those needs.

This learning climate is made possible by utilizing diverse curriculum options that are aligned to California's academic content standards, including Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, English Language Development ("ELD") Standards, and other applicable state content standards (hereinafter, collectively, "State Standards"), and targeted to individual learner needs. Our curriculum is delivered through a personalized learning independent study model encompassing direct and online instruction, textbooks, project based learning and hands on experiences that balance the unique advantages of a virtual classroom and independent study approach. The curriculum is designed to cover the full content in each core subject by the end of each academic year. However, the flexible pacing in our approach enables the student, under the guidance of the credentialed teacher, to spend more intensive time and effort in areas of need. This model allows teachers to better address each student's unique learning and communication style, cultivate independent thought, and offer alternative or supplemental learning options that prepare students for the real-life complexities of higher education or the job market in the 21st century.

EACS's educational model is intended to cultivate learning habits that keep the mind open, curious, and alert. An "educated person in the 21st century" is able to learn continuously, perceive opportunity, and adapt talents and skills to novel situations. These characteristics and habits reveal themselves when a person adapts learned capabilities to a job or career that did not exist when those capabilities were first formed. This dynamic demonstrates that the curious and open minded are by nature lifelong learners. Our model engenders this mentality by enabling the student to interact with the curriculum in a manner that motivates the student to pursue individual interest while proceeding through the required content.

EACS will position its students for success by enabling students to learn any time, any place, and by deploying flexible learning, teaching, curricular, and staffing models that adapt to the uniqueness inherent in every student and learning situation. It will empower them to take ownership of their education and develop not only knowledge, skills, and abilities, but also the confidence, creativity, and resourcefulness to deploy them adaptively in response to the challenges and opportunities of the 21st century.

4) WASC and Plan for Transferability of Courses

EACS has received a six-year accreditation status by the Western Association of Schools and Colleges ("WASC") through June 30, 2029 with a mid-cycle visit during the 2025-2026 school year. EACS will apply for continued accreditation at that time.

EACS offers a full array of a-g courses approved by the University of California as well as National Collegiate Athletic Association ("NCAA") approved courses for students who pursue athletics at the collegiate level.

EACS will inform parents about the transferability of courses to other public high schools and how those courses meet college entrance requirements for the University of California and California State University through individual meetings with the student's assigned teacher, parent information meetings and via the handbook that is provided to all high school students and parents. Teachers will receive annual training in these requirements.

5) Overview of School

Excel Academy Charter School was awarded the prestigious honor of a 2023 California Distinguished School for closing the achievement gap and achieving exceptional student performance.

EACS serves students in Tk-12th grade. We offer a personalized elementary path for students in grades Tk-6th, a personalized secondary path for students in grades 7th-12th and a virtual model for 1st-8th grade students. On the personalized paths, families have the freedom to build a customized learning experience using state approved curriculum tailored to fit students' individual needs and learning styles. In the virtual path, students learn in an online classroom with a group of grade level peers receiving instruction for all core subjects by their assigned teacher. On all three paths EACS students develop a personalized education plan with the support and guidance of their assigned highly qualified teacher, leadership support team, and counselor. This plan is highly customizable and flexible in order to meet the unique needs of each student and family. As part of the plan, the teacher will support the parent in identifying the student's educational philosophy. The educational plan will be supported through selecting curriculum, materials, and educational services that are tailored to that custom plan.

Tk-6 students are assigned a credentialed teacher in the designated grade bands who are trained in supporting the progress toward state standards utilizing a variety of learning styles and philosophies. The parent/guardian, Teacher of Record, and student develop a personalized plan that will meet the student's unique learning needs. Students are able to use instructional funds to purchase curriculum, materials, and to take classes through our content and community providers as well as attend live synchronous classes with Excel Academy teachers in a variety of different subject areas. They may participate in extracurricular activities such as the arts and sports, as well as to take advantage of additional academic support through tutors. The teacher ensures all materials and activities purchased with the school's funds support the student's educational plan and are allowable per the law. EACS is committed to providing opportunities for our students to connect in the community and to broaden their learning through those community opportunities and connections. A few examples of how this may be accomplished is through state standards aligned field trips, participation in a coding club, Spelling Bee, Outdoor classroom,, monthly community meet ups, Back to School fair, regional community provider events and an annual science fair.

EACS also has an all virtual program where students participate in daily live instruction in all subject areas with a designated teacher and same grade peers.

Students in grades 7-12 are assigned a primary Teacher of Record ("ToR"). Together with the parent/guardian and student, the Teacher of Record develops the personalized plan according to each individual student's learning needs. Families choose from a wide range of approved curricula. High school courses aim to prepare students for college and career readiness options leading to graduation and meeting their post-high school goals. In addition to monthly training meetings and bi-annual in-service workshops, our Secondary leadership team and school counselors may attend the annual UC/CSU Counselor Conference, as well as online webinars offered by the College Board.

Our highly experienced high school department works with each student and parent individually to custom build the student's semester and four-year plan. Students have abundant opportunities to participate in co-curricular and extra-curricular options including: high school career oriented field trips, 4-year and community college tours, virtual and in person clubs, student leadership and National Honor Society. We also offer regional social gatherings to facilitate community and team building among high school students.

The secondary education staff work with students to facilitate personalized career and educational planning through both individual and school wide planning workshops focusing on college and career preparation.

Students are informed about the various paths to graduation and are offered support in reaching their highest potential.

EACS maintains a UC A-G course list that ensures students may enroll in College Prep courses for all core courses and any necessary electives to complete the minimum required course sequence for A-G completion, as well as our school's own live synchronous Excel teacher led classes, project based and textbook based courses. In addition to core courses, EACS offers an array of electives reflecting a wide range of student interests including but not limited to communications, social sciences, fine arts, languages other than English, computer skills, and Career and Technical

Education courses. EACS also facilitates community college concurrent enrollment for qualified, interested students.

Secondary teachers of record (ToRs) encourage student achievement through mentoring and support. Teachers personalize students' college and career readiness plan to meet their individual interests and goals. In addition, the secondary department organizes college information sessions in the fall and in spring. In the fall these sessions are geared toward understanding the college application process. Eighth grade high school transition sessions are held in the spring to assist in preparing students for 9th grade, and sessions are held for 11th graders to guide them in planning their senior year.

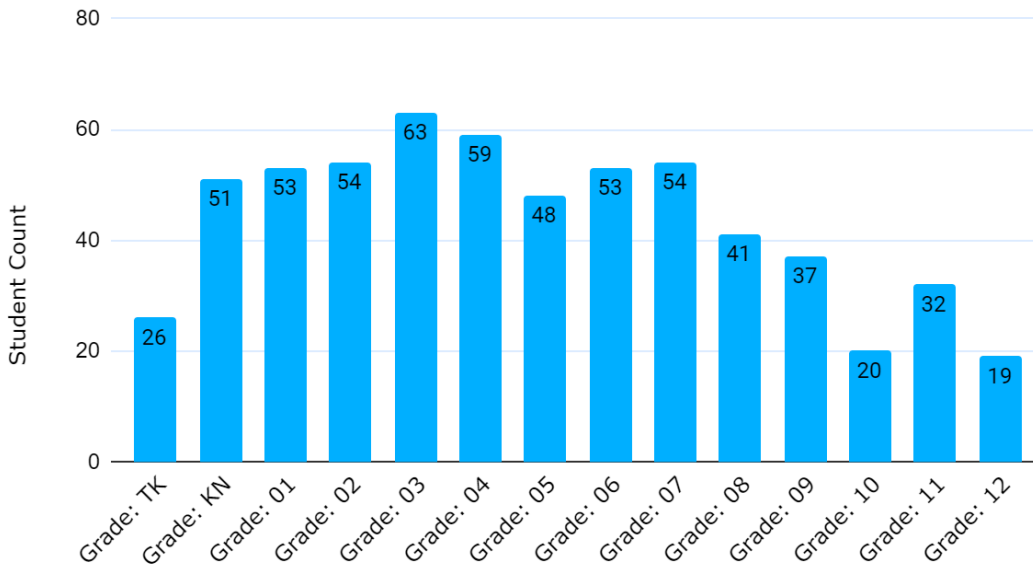
6) Whom We Attempt to Educate

EACS will be open to all students in grades Tk-12 in San Bernardino County, and its adjacent counties of Ventura, Kern, San Bernardino and Orange.

EACS will seek to serve any student who demonstrates an interest, desire, and aptitude for an independent study personalized learning environment. This includes students who are high performing or potentially so, but find too much distraction or too little stimulation in the traditional classroom environment. Alternatively, this includes students who need more one-on-one support and will thrive working in the home with their parent supporting the day-to-day instruction. The charter school's model will also serve students who need an alternative to daily classroom attendance. These students may not be motivated to attend school on a full-time campus for many reasons. The EACS model is designed to serve all of these students effectively through diverse curriculum options and dedicated, individualized teacher support.

EACS will serve grades Tk through 12. The projected enrollment for the 2024-2025 school year is 610 students although we have already surpassed our projected enrollment during the 2023-2024 school year. We anticipate that during the seven-year term of this petition, that the enrollment will increase to approximately 750-800 students.

Student Enrollment by Grade Level



7) Community Need

As a nonclassroom-based school EACS offers a flexible, personalized learning model to serve the best interests of students looking for an alternative model of education within their community. Exceptional educational practices and offerings are available to meet the academic, social and emotional needs of prospective and enrolled students. EACS supports students from all backgrounds including but not limited to; students with disabilities, English language learners, gifted students, LGBTQ+ students, professional athletes, actors, artists, college and career bound and any student that wants the flexibility and personal attention to their individual path and goals.

8) Curriculum and Instructional Design Student Information System

School Pathways is an example of a Student Information System ("SIS") used at EACS.. The SIS keeps all student information and allows the Charter School to continually assess its educational program to make data driven decisions relative to course offerings and student outreach. The SIS has a sophisticated reporting capability that all faculty and staff have access to at varying levels (access is granted dependent on employee status and job needs). This system houses student information and records, employee information and records, grades and transcripts, and state testing information. The SIS self-reports relative to state reporting mandates such as CALPADS. It is one of the only Student Information Systems of its kind relative to state reporting and is quite sophisticated and reliable.

In addition, the SIS provides the capability of making decisions about curriculum offerings and teacher assignments, determining correct student course placement, using state testing data for student placement and support needs, and tracking grades and progress toward graduation. EACS strives to be a data driven organization in order to make decisions that best serve the needs of the student and help them become successful graduates of the Charter School.

Elementary Curriculum

EACS offers a diverse range of curriculum that covers grade-level standards across the 4 core subject areas: English Language Arts, Math, Science, and Social Studies... Curriculum choices are personalized to each student's ability level, learning style, and personal preferences. In order to accomplish this, EACS contracts with multiple Content & Community Providers to offer a current, quality, standards-based curriculum that spans varying philosophies and formats. Teachers and parents have access to approved curriculum menus as well as experiential, hands-on learning opportunities to enrich the learning experience.. Together, the parent and teacher collaborate to select the best fit curriculum for each student.

Elementary students choose from varying instructional delivery models to further personalize their education. Some students choose a traditional book-based method, while others prefer online courses. Similarly *where* students choose to learn is flexible as well: in the home, online, or through in-person community provider classes. Each student's education is tailor fit to their unique strengths, weaknesses, preferences, and passions.

High School Curriculum

EACS's high school course of study options are thoroughly vetted by our high school leadership team and staff of highly qualified single- subject experts to ensure that each high school student receives a high-quality and rigorous state standards-based curriculum. Core courses cover all the essential subject divisions within each of these academic areas: language arts, mathematics, history/social science, physical sciences, life sciences, visual and performing arts physical education, ethnic studies, and languages other than English. The Charter School will also offer an array of electives reflecting a wide range of student interests, including but not limited to coding, communications, geography, philosophy, sociology, and an array of Career and Technical Education courses. Qualified students are able to take concurrent enrollment courses at community colleges to earn high school concurrent enrollment credit.

High School students can choose the instructional delivery model that best suits them including but not limited to a combination of live, online instruction, asynchronous and/or synchronous instruction, and/or traditional textbooks. Some rigorous, standards based options include Bright Thinker, Imagine Edgenuity, and eDynamic. Students requesting to utilize in-person community providers who offer hands-on enrichment are provided an approved standards-based course outline to ensure that students complete the requirements to earn respective course credit. This provides both social engagement and rigorous content oversight.

EACS graduation requirements include courses in English, mathematics, science, social science, physical education, ethnic studies, and choices in language other than English, visual and performing arts, and Career and Technical Education (CTE) along with several elective options. All high school students on the graduation pathway choose a college or career focus and complete a series of courses to help prepare them for college and career readiness.. EACS graduation requirements exceed Education Code requirements, and students are counseled on how to meet additional college or career requirements based on their post-secondary educational goals.

In addition to student planning sessions, the secondary leadership team will provide staff training on meeting high school graduation requirements, meeting college entrance requirements and career preparation.

EACS provides staff and students with a recommended 4-year course sequence. Excel Academy students may choose an alternative sequence that suits their personalized graduation plan as long as they meet any and all initial eligibility requirements for each individual course and graduation requirements will be met.

Attendance Tracking

The Charter School will operate, at minimum, for 175 days of instruction. The Charter School will maintain written records that contemporaneously document all student attendance and make these records available for audit and inspection. Attendance is claimed using a two prong approach. In order to claim attendance, the student must engage in learning for each day claimed ("daily engagement") and additionally must complete the learning that was assigned by the teacher of record for the given learning period ("time value of work product"). Each learning period, the Teacher will review the student's completed assignments and will assign the correlating amount of attendance that matches the student's daily engagement in an educational activity. The Teacher will assign learning and evaluate that learning based on the individual ability and needs of the student. The Teacher will work with the parent/guardian and student to plan out the appropriate amount of work for both attendance purposes and in order to support the student in meeting or exceeding standards as well as achieving personal goals.

6) **Serving At-Promise Students** Excel Academy holds at-promise youth in the highest regard. With passion and urgency the intervention program provides academic, social-emotional, and behavioral support and resources to uplift our at-promise youth. Our at-promise population is identified by schoolwide data (CAASPP, i-Ready, and literacy assessments), cumulative file reviews, and teacher referrals. They are swiftly placed into our schoolwide academic intervention program, where they are required to participate. Social-emotional learning is provided to TK-12 students in order to foster resilience, efficacy, and confidence. The academic progress and mental wellbeing of our at-promise youth is closely monitored by the ToR, intervention department staff, and counselors alike. The level of support is determined by the level of need as students are served in the appropriate tier of MTSS. Students may be referred to the SST, IEP, or 504 process as determined by information collected on the student. EACS collaborates with parents and families of at-promise students in a variety of ways; through School Site Council, Parent Advisory Committee and 1:1 support through school meetings. At Excel Academy, investing in the academic success and mental wellbeing of our at-promise population is of the highest importance and a space of great success for our school.

These students will be identified through past grades and state test scores, discussions with parents and previous counselors, Individualized Education Programs ("IEP"), writing samples, observation of student performance, and the results of diagnostic skills assessments that may be given to incoming students. Using this information, EACS teachers and counselors can create a pathway to success for each student. This involves not only appropriate course placement, but also accommodations and adaptations that teachers make to the curriculum and their approach to meet the needs of each individual student. Goal setting is also a priority during learning period ("LP") meetings to build self-efficacy.

Structural Elements and Strategic Responses for Raising Student Achievement Levels

To meet the challenges faced by struggling students, teachers offer continuous motivation and support, seek ways to engage students in meaningful learning, and work one-on-one with students and parents/guardians to ensure the educational plan is working to achieve the student's academic and social emotional goals. These include individual student/teacher calls, teacher/parent phone/virtual video conferences, student study team phone/virtual conferences with parent/guardian, and in person meetings.

The flexible nature of our pacing and curriculum allow teachers to provide remediation, support, and additional challenge wherever it is needed during the year, proactively supporting students and addressing individual needs before more intensive intervention efforts are required.

While all students can benefit from the flexible pacing inherent in the Charter School's academic program, struggling students in particular will benefit from a curriculum that does not mandate that all students demonstrate their knowledge and skills in identical ways or at identical times.

The academic program will be designed around a wide variety of assignments that afford students varied ways to demonstrate mastery of content. These include, but are not limited to: verbal discussions, written and verbal course assignments, practice assignments, quizzes, journals, essays, creative writing papers, research projects, group projects, exams, reviews/case studies, and Teacher portfolios. Additionally, prep and/or remediation will be available to students in order to help them achieve proficiency on all CAASPP assessments.

Excel Academy uses a Multi-Tiered System of Supports ("MTSS") to ensure equitable access and opportunity for all students to achieve State standards.

Multi-Tiered System of Supports

Tier One (Prevention)

Universal access to high-quality, standards-based, core curriculum through differentiation and personalization is provided for each student. The wide array of options in terms of curriculum, instructional techniques, and instruction delivery (in-person, virtual, hybrid) truly acts as a multifaceted intervention that benefits each and every one of our students. EACS requires participation in school wide assessments, including a dyslexia screener, and provides school wide access to personalized lessons to fill in learning gaps. Social Emotional Learning is provided across grades TK-12 to increase student capacity as well as prevent mental health hardship and behavioral challenges.

Tier Two (Structured Intervention)

When students are not showing adequate progress, the intervention team analyzes data to determine the most appropriate academic intervention, such as online personalized lessons, 1:1 tutoring, or targeted small group instruction, where continual progress monitoring ensures student growth. When students need emotional support the following support is provided as appropriate: social emotional learning, small group counseling, and 1:1 counseling. During small group counseling students with similar struggles come together to learn coping strategies while receiving understanding and accountability from staff and peers alike. Regular and on-going collaboration between the parents, teacher, intervention and counseling departments ensures critical support and continual growth for each student at EACS.

Students who need a personalized plan to support academic, social-emotional, or behavioral challenges participate in the Student Success Team (SST) process. SST Facilitators meet with the parent, teacher, staff, and student (depending on the age) to identify barriers, share strategies, and set agreed upon goals. The SST Team reconvenes to assess the progress made towards those goals within 6-10 weeks.

Tier Three (Intensive Intervention)

Students with the highest level of need are supported through the IEP or 504 Plan process in compliance with state and federal law.

Core Components of MTSS at EACS:

- MTSS plays a vital role in creating a high achieving school as expressed in the following goals: 1) enables parent/guardians to teach students more effectively, 2) enables students to achieve standards, acquire academic and social competencies, become independent learners equipped for

life's challenges, and 3) create a collaborative culture among all stakeholders.

- All students receive high quality, standards based, culturally and linguistically relevant curriculum from teachers/parents, who have high academic and behavioral expectations. The EACS model lends itself greatly to the differentiated instructional model in that the parent/guardian and teacher work together to customize each student's educational plan including; curriculum, instructional techniques, instructional delivery, and learning environment. The teacher of record works with the parent/guardian to align the personalized educational plan to Common Core State Standards and ensures a high academic rigor and sufficient progress.
- MTSS ensures continuous student improvement for students at all levels. A team of passionate and dedicated staff members collaborates to continually refine the supports and systems in place. This team regularly analyzes data to determine the impact of programs offered. Then, changes are made based on the findings.
- EACS staff collaborate to integrate data collected from a variety of sources which includes; state tests, adaptive diagnostics, progress monitoring, pacing and assigned course work, work samples, and teacher observations. The diverse data is used to inform decisions about tiered support and student placement. Additionally, parent/guardian surveys are used to further continuous systemic improvement.
- EACS staff work collaboratively with parent/guardians to assist in the development of proper behavior of the student in the learning environment. As the students are in a home-based learning environment, parents/guardians may experience behavioral issues that are negatively impacting the students' learning. The parent/guardian and teacher can brainstorm various behavior plans to help the student and parent/guardian. If the behavior needs more intense support, an SST is held to personalize and closely monitor a behavior plan for that student.
- Similarly, the mental and emotional well-being of students at EACS is paramount. Social Emotional Learning (SEL) is provided across grade levels in Tier 1. When students continue to suffer they are supported through SST meetings, 1:1 school counseling, or referred for a 504 Plan or to the special education for evaluation. We also offer a care coordination service to assist families with connecting to licensed therapists or treatment when necessary.

The MTSS process is not a substitute for a 504 Plan, nor does it determine eligibility for 504 accommodations. As a result of the MTSS process, a referral may be made to the 504 team if they suspect that a student has a medical diagnosis that substantially limits or prohibits their participation in a major life activity. If a student has an existing 504 Plan, the teacher will follow the appropriate procedure listed in the Teacher Manual. The MTSS process addresses general education strategies and interventions in response to a teacher/parent concern. It does not prevent or impede a direct referral to the SPED Department by a parent/guardian. It makes recommendations regarding the full continuum of interventions and services available at Excel Academy, including the provision of information to teachers and parents/guardians regarding the process of referring a student to the Special Education ("SPED") Department. It is important to recognize the general education ownership of this process, while equally important to emphasize that the MTSS process cannot be a substitute for special education services. Teachers will request a SST meeting when it becomes apparent that a student is not responding to standard teaching and the parent/guardian's attempt to implement different strategies independently has been unsuccessful. Once the teacher and parent/guardian have gone through both Tier 1 and Tier 2, and it has been determined that a student is at Tier 3, a meeting should be scheduled.

Student Success Team

The Student Success Team (SST) is a team of parents, teachers, staff members, and the student (as appropriate) led by an SST facilitator. The team meets to clarify challenges, develop strategies and assign interventions to assist an individual student with academic, social-emotional, and/or behavioral needs. The support provided is personalized for each student. Goals are established along with a clear system of accountability for progress. Follow-up meetings are scheduled as needed based on student progress towards their goals. All meetings are documented on an SST form which is signed by all parties. SST meetings can be requested by parents, teachers or school staff.

An SST is a Tier 2 (MTSS) general education function. A diverse type of students can benefit from an SST, including but not limited to those performing below grade-level, those performing above grade level, as well as students who are experiencing social-emotional and/or behavioral challenges.

Credit Recovery

EACS offers a credit recovery option for students. EACS credit recovery students have the potential to recover credits depending on how quickly courses are completed. Students receive personalized support from the School Counselor and/or teacher which includes weekly check-ins via email or phone, a credit recovery plan of courses the student needs to retake, and encouragement and pacing assistance to keep students moving through the courses. Teachers may provide students with recorded live sessions, tutoring, and any other support they need to be successful in their classes.

9) Plan for Students Who Are Academically High Achieving

The personalized education model of EACS is ideal for supporting students outside of the average range, which includes students who are high achieving. EACS offers individualized academic plans for high achieving students through curriculum/course selection and differentiated instruction. High achieving students are encouraged to combine acceleration with enrichment for a balanced program. Acceleration allows students to work through curriculum at a faster pace, while enrichment challenges students to cover standards with greater depth and complexity than average peers.

GATE - Gifted and Talented Program

The GATE program at Excel Academy provides specialized educational opportunities for 3rd-8th grade students who demonstrate exceptional abilities or potential in academics, creative pursuits, and/or problem-solving. The program is designed to meet the specific learning needs of gifted and talented students, allowing them to develop their abilities to the fullest extent.

The GATE Program hosts in-person enrichment activities including STEM projects, field trips, and competitions. We recognize that gifted students often have unique social and emotional needs. The GATE program encourages the development of healthy peer relationships, supports students in coping with perfectionism and academic pressure, and fosters a sense of belonging with like-minded peers.

GATE testing is provided annually and participation is voluntary.

High achieving high school students, specifically, have many options for accelerating and going deeper into the curriculum. Students can take a rigorous course load through our honors and Advanced Placement (AP) courses. Additionally, high achieving students will have access to various community opportunities to further enhance their interests and studies such as CTE courses, community college concurrent enrollment courses, and other classes provided by our Content & Community Providers. These students will also be encouraged to participate in supplemental programs such as the National Honor Society. School counselors will offer guidance through the college process, from creating a four-year plan, to concurrent enrollment, and culminating in the college application process during senior year. Exceptional students who wish to accelerate through the curriculum and graduate early will have an opportunity to do so with secondary education leadership teacher approval.

10) Plan for English Learners

EACS crafted an English Learner Master Plan aimed at developing and executing a comprehensive strategy to cater to English Learner (EL) students, including Long Term English Learners (“LTEL”) or those at risk of becoming Long Term English Learners (“AR-LTEL”). This plan is meticulously designed to address their needs, adhere to all state and federal mandates, and has a clear objective of transitioning students out of EL status, ultimately redesignating them as identified as Fluent English Proficient (RFEP). EACS will oversee the facilitation and proctoring of English Language Proficiency Assessments for California (ELPAC) testing through trained and qualified staff members. Collaborating closely with educators, EACS will deliver EL support within the general education framework as outlined in the charter’s EL Master Plan (attached as Exhibit B). EACS is committed to meeting all relevant legal obligations concerning EL students, including parent/guardian notifications, student identification, placement procedures, program options, EL and core content instruction, teacher qualifications and training, reclassification processes, program effectiveness, and standardized testing mandates. Should the need arise, documents such as ELPAC testing correspondence, reclassification materials, and the Master Agreement will be translated for accessibility.

Identifying Students as English Learners

EACS will administer the home language survey upon a student’s initial enrollment into the Charter School, if the student is new to California schools. If the student has attended a school elsewhere in California, EACS uses the initial home language survey. Students are targeted for ELPAC testing when the Home Language Survey, administered on enrollment forms, indicates that their primary home language is a language other than English. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

- All students identified as EL students via the home language survey will take the Initial ELPAC assessment within 30 calendar days of enrollment if they have not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades TK–12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment (“SA”)

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for Kindergarten through 2nd grade will continue to be administered as a paper-pencil test. Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

EACS will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty (30) days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

- All EL students will take the Summative ELPAC summative assessment every year during the testing window until reclassified as fluent English proficient.
- Parents/guardians will be notified of ELPAC results within 30 days of when EACS receives the testing results. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

Criteria for Reclassifying EL Students

The following criteria are used in tandem to determine whether to reclassify a student as proficient in English

("RFEP"):

- Summative ELPAC Overall Score of 4
 - Teacher Evaluation
 - Parent Opinion and Consultation
 - Smarter Balanced and/or local assessments can be used in determining student readiness for reclassification
- When appropriate, EACS has additional reclassification criteria for EL students with significant cognitive disabilities.

Instruction for English Learners

EACS English Learners receive Structured English Immersion and designated small group virtual instruction. Mainstream curriculum and instruction is supported by Cross Cultural, Language, and Academic Development ("CLAD") certified teachers and includes vocabulary, visual, and thematic based support. EL students are accommodated within this curriculum by providing multiple opportunities to demonstrate mastery on all assessments, including writing assignments.

Our strategically selected curriculum and instructional methods provide students with scaffolded support as they access ELD Standards through modeling of speaking, listening skills, reading, and writing, as well as guided support, and independent practice. Our students are progress monitored through review of annual CAASPP and ELPAC data, in addition to frequent formative assessments administered during designated instruction time.. Local screening results are analyzed at least twice annually to check for progress.. Student assessment results and goals are shared with all stakeholders. English Learners not making adequate progress may be further supported through our Student Success Team or SpEd Team.

Criteria for Reclassifying EL Students as Reclassified as Fluent English Proficient

The results from the ELPAC SA are used as one of four criteria to determine if the student is ready to be reclassified, to help inform proper educational placement, and to report progress for accountability.

9) Plan for Special Education

EACS understands that the Charter School has the obligation to serve students with exceptional needs and that the Charter School, pursuant to applicable state and federal law, must ensure that all of its students have access to a free and appropriate public education ("FAPE") in the least restrictive environment ("LRE"). The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504, the ADA, and the IDEA.

EACS is its own local educational agency ("LEA") and is a member of Sonoma County Charter Special Education Local Plan Area ("SELPA") in accordance with Education Code Section 47641(a). The Charter School shall provide the District evidence of membership. As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA's allocation plan. A change in LEA status or SELPA membership shall not require a material revision of this charter.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA

forms. Any and all policies and procedures that require additional personalization to reflect best practices regarding the implementation of state and federal laws will be reflected in a separate, Excel Academy board approved policy. These policies may serve as a supplement to those provided by the SELPA. Pursuant to Education Code Sections 47646 and 56145, the Charter School shall serve students with disabilities in the same manner as such students are served in other District schools, with the exception of program modifications required to provide these supports in the non-classroom based, independent study setting.

The Charter School may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability.

The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors, provided that they meet criteria as a Non-Public Agency ("NPA").

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

EACS anticipates enrolling students with active Individualized Education Plans ("IEPs") or enrolling students who may require formal evaluation for consideration of appropriate eligibility, placement and services. EACS will work proactively and cooperatively with families and staff to adhere to state and federal mandates in identifying and serving students with unique educational needs related to a disability condition, including but not limited to completing assessments creating and updating support plans (e.g. Intervention plans, 504 Plans, and IEPs); and arranging for specialized services as provided by EACS staff, outside providers or by SELPA staff as appropriate. We will also ensure that:

- We employ admissions and enrollment practices that are non-discriminatory toward students with documented disabilities.
- Students with special education services are under the guidance of and receive support from appropriately credentialed EACS Special Education staff.
- Special Education Case Managers are supported to ensure that the staff working with students with IEPs are provided guidance and training related to fulfilling the requirements of IEP implementation.
- In working with Special Education students, EACS will ensure that the independent study setting is the least restrictive environment ("LRE") and the appropriate placement for the student to make progress, as required by law.
- EACS requests and obtains student's cumulative files and other documents in a timely fashion following enrollment.
- EACS reviews student assessment data, including but not limited to state-mandated testing and benchmark assessment in order to identify students who may be falling behind expectations in their academic progress and in need of intervention, additional support, or evaluation for special education services.

Services for Students under the IDEA

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students with IEPs enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent/guardian complaints, and maintaining the confidentiality of student records. Any and all policies and procedures that require additional personalization to reflect best practices regarding the implementation of state and federal laws will be reflected in a separate, Excel Academy board approved policy. These policies may serve as a supplement to those

provided by the SELPA.

EACS agrees to promptly respond to all District or SELPA inquiries, to comply with reasonable District or SELPA directives, and to allow the District or SELPA access to EACS' students, staff, facilities, equipment and records as required or imposed by law.

Staffing

All special education services at EACS shall be delivered by individuals who are appropriately credentialed in the area of assigned services, or agencies who employ qualified staff to provide special education services as required by the California Education Code and the IDEA. EACS staff shall participate in District or SELPA in-service training relating to special education as assigned. Substitute providers who are not credentialed in special education may be utilized in accordance with Education Code regulations.

EACS shall be responsible for the hiring, training, and employment of staff necessary to provide special education services to its students, including, without limitation, special education teachers, school psychologists, paraprofessionals, speech and language pathologists, and occupational therapists. EACS shall ensure that all special education staff hired or contracted by EACS are qualified and meet all legal requirements. EACS shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to EACS students as appropriate.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

EACS has the responsibility to identify, refer, and work cooperatively in locating students who have or may have exceptional needs that qualify them to receive special education services. EACS will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A student shall be referred for special education only after the resources of the regular education program have been considered and, where appropriate, utilized.

EACS will follow child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Students who are suspected of potentially having a disability condition under IDEA will be screened from already available data (i.e., state testing, local assessment, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program. EACS shall follow the multi-tiered system of support to integrate supplemental instruction to students in areas of identified need to varying degrees. Both staff and parents/guardians will support student participation in this process to increase its effectiveness. If the process results in a determination that the plan is not sufficient to meet the student's needs or the student is identified as potentially presenting with a disabling condition, the student may be referred for services through the provisions of a Section 504 Plan, if appropriate. If a 504 plan is deemed insufficient or inappropriate, or the student may be referred for a formal special education assessment.

Special education and related services are provided at no cost to students or their families.

Referral and Assessment

EACS students who are referred for special education testing after admission to the school will be evaluated for supports using appropriate procedures and assessments by EACS staff or properly credentialed contracted agency staff. If this assessment identifies that the student has exceptional needs and requires special education and/or related services under the terms of applicable special education law, EACS will develop an IEP document outlining an offer of Free and Appropriate Public Education ("FAPE"). Students who meet eligibility criteria for a disability under IDEA and Ed Code will receive special education and/or related services in accordance with the resulting Individualized Education Plan. The services may or may not be supplied directly by EACS staff dependent on student needs, the terms of a Memorandum of Understanding ("MOU") between EACS and the District if any, and /or the availability of services which may be provided by outside agency-based providers..

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. EACS shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. EACS shall obtain parent/guardian consent via formal Assessment Plan ("AP") in order to assess students for consideration of initial and/or continued special education eligibility.

IEP Meetings

EACS shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. EACS plans and conducts the IEP team meetings and will designate staffing and other resources needed to implement the special education and related services called for by the IEP. EACS shall be responsible for having the following individuals in attendance at the IEP meetings: the Executive Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be receiving general education; the student, if appropriate; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. EACS shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights. Student progress toward the goals specified in the IEP are monitored regularly, shared with parents at least bi-annually, and formally reviewed by the IEP team annually at minimum.. Each student's IEP will reflect individualized accommodations, modifications, goals, and services. If the student's IEP team determines that the student requires placement outside of a general education classroom, EACS will provide the necessary placement and/or services. If the student requires services, supports, or an educational placement outside of the independent study setting; appropriate efforts will be made to locate and place the student in an educational setting that can provide support per their IEP. The instruction and supports outlined in each student's IEP will be delivered by personnel who are qualified and appropriately credentialed to do so.

IEP Development

EACS understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law. The Charter School shall provide assistive technology devices in compliance with Education Code Section 56040.3 if the IEP team determines that such access is necessary.

IEP Implementation

EACS shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, materials, virtual classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

EACS shall comply with Education Code Section 56325 with regard to students transferring with an active IEP within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll from another school district within the State, but outside of the SELPA within the same academic year, EACS shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP for a period not to exceed thirty (30) days, by which time EACS shall either adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into EACS from a district operated program under the same special education local plan area within the same academic year, EACS shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent/guardian and EACS agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to EACS with an active IEP from outside of California during the same academic year, EACS shall provide the student with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parent/guardians, until an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code is completed and an IEP meeting held to review the results and discuss the determination of eligibility according to state of California regulations.

Non-Public Placements/Non-Public Agencies

EACS shall be solely responsible for selecting, contracting with, and overseeing all services provided via non-public schools ("NPS") and non-public agencies ("NPAs") used to serve special education students.

EACS shall develop an independent MOU with each NPS to outline additional details of the relationship between EACS and the NPS, including but not limited to provisions regarding communication, oversight, rates of service and determination of continued student placement. EACS shall similarly develop an independent contract with each NPA that is utilized to provide services to students.

Non-Discrimination

It is understood and agreed that all children shall have access to EACS and no student shall be denied admission nor counseled out of moving forward with enrollment due to the nature, extent, or severity of the student's disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Concerns or disagreements raised by parents/guardians regarding their student's IEP will be acknowledged by EACS within fifteen calendar days. EACS will work to arrange a meeting with the parents/guardians to seek resolution of the disagreement or will propose the scheduling of an IEP meeting to address parent concerns if appropriate. If a disagreement or concern persists, parents or guardians have the right to either request alternative dispute resolution ("ADR") or to initiate a due process hearing through the Special Education Unit of the Office of Administrative Hearings to challenge a decision regarding the identification, evaluation, or educational placement of their child. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

EACS acknowledges its responsibility to resolve disputes or respond to due process complaints arising as a result of EACS's alleged failure to provide FAPE to students enrolled in the charter school. EACS may also initiate ADR, mediation, or a request for a due process hearing with respect to a student enrolled in EACS with an IEP if it determines such action is legally necessary or advisable.

SELPA Representation

EACS understands that it shall represent itself at all SELPA meetings.

Funding

EACS understands that it shall be subject to the allocation plan of the SELPA.

Section 504 of the Rehabilitation Act/ADA

EACS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the

basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of EACS. EACS is committed to protecting all students from discrimination under state and federal law. EACS will ensure all students who have a physical or mental impairment that substantially limits one or more major life activities, have a record of such an impairment, or are regarded as having such an impairment, are eligible for protections under Section 504 and the Americans with Disabilities Act. EACS will provide a free appropriate public education ("FAPE") to those students through the creation and implementation of a Section 504 Plan. EACS shall be solely responsible for its compliance with Section 504 and the ADA. All facilities of EACS shall be accessible for all students with disabilities in accordance with the ADA.

The 504 Plan Process: A 504 team will be assembled by the 504 Coordinator, as needed and will include the parent/guardian, the ToR, the student (where appropriate), and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, accommodations, and the legal requirements for least restrictive environment.

The 504 team will review the student's existing records, including academic, social and behavioral records and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA, but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation will be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education.

This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team will consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered so as to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team will be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a FAPE.

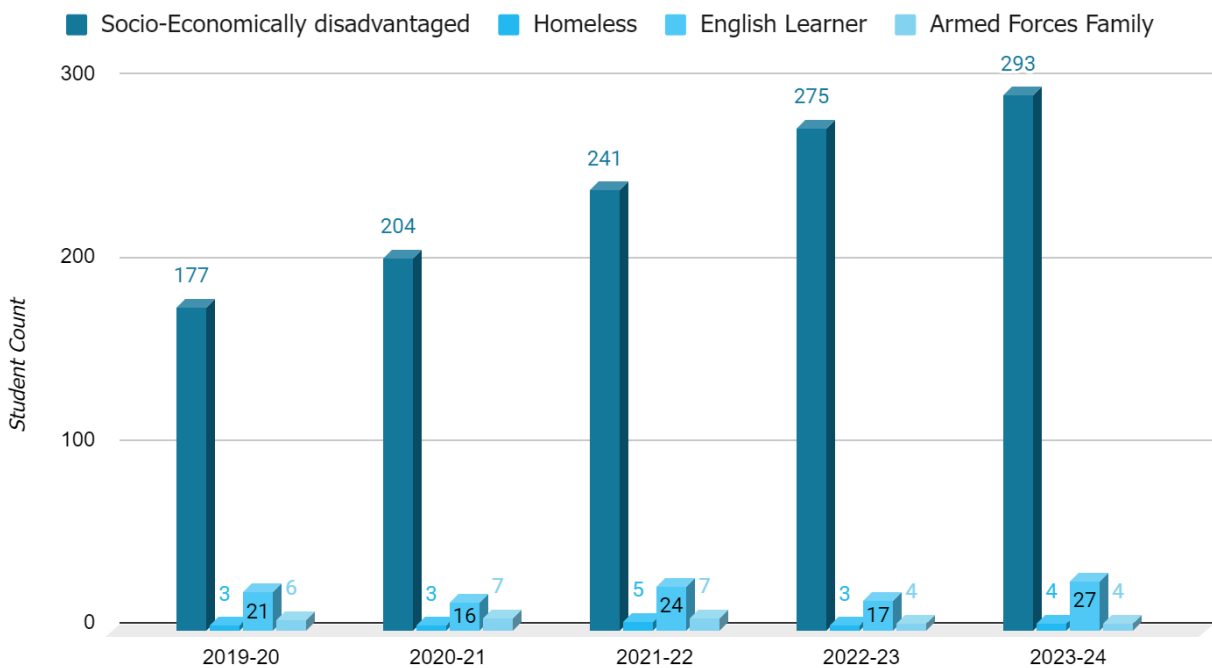
In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the EACS professional staff. The parents or guardians shall be invited to participate in 504 team meetings where program accommodations, modifications or services for the student will be

determined and they will be given an opportunity to examine in advance all relevant records. The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary. In considering the 504 Plan, a student with a disability requiring program modification shall be placed in the least restrictive environment, with students who are not disabled to the extent appropriate to the individual needs of the student with a disability.

All 504 team participants, parents, and guardians, teachers and any other participants in the student’s education, must have a copy of each student’s 504 Plan. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, and continued eligibility or readiness to discontinue the 504 Plan.

Title 1 Students

Title 1 Students



10) Achievement of All Students

We will improve the academic achievement of all at-promise students including homeless and foster youth, ethnic subgroups, socioeconomically disadvantaged youth, English learners and students with disabilities. This can be accomplished through identification, effective instruction, data analysis, and personalized support. We will implement the following continuous process to ensure goals are met:

Identification

Our at-promise students will be identified by a designated school official with a legitimate educational interest whose job it is to fulfill this obligation. The school official will employ various methods including registration paperwork, cumulative file review, CALPADS, relevant staff/parent communication, and analysis of academic performance. We will calibrate multiple local assessments with state assessment results to identify students with academic needs. Staff assigned to at-promise students will regularly communicate with each other and with families to ensure student needs are met with an equal opportunity for

participation in all school learning and activities.

Instruction

Excel Academy Charter School will provide research-based programs and targeted intervention instruction for all students who qualify based on the above identification system. Students will receive a personalized instructional pathway for intervention. This may include an online targeted intervention program, small group virtual instruction, tutoring, and/or test preparation. The Intervention Department Staff will communicate with parents regularly to provide progress updates.

Progress Monitoring

All at-promise student data will be analyzed to monitor progress at least twice each school year. Students supported academically through our Intervention Department Small Group Virtual Instruction will receive more frequent progress monitoring. Student goals will be communicated to all relevant staff members and their families.

Additional Support

Students with further instructional needs and/or other barriers to learning will be supported through our Student Success Team and/or Special Education Team. We collaborate and communicate with families to provide personalized interventions and resources that target specific areas of student need.

Professional Development

We will continue to develop professionally through webinars, attending educational conferences, reading, researching, and collaboration so we can be well-versed in supporting the needs of our at-promise students. School leaders will provide training and resources to all staff members in areas regarding our at-promise students.

11) Charter School Goals and Actions to Achieve the Eight State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals and actions, both schoolwide and for each subgroup of pupils, to achieve the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's Local Control and Accountability Plan ("LCAP"). Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional support made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available on our website at <https://excelacademy.education/accountability/local-control-and-accountability-plan-lcap> and as Exhibit A. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as

required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

ELEMENT 2: MEASURABLE STUDENT OUTCOMES

Governing Law: The measurable student outcomes identified for use by the charter school. “student outcomes,” for purposes of this part, means the extent to which all students of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Student outcomes shall include outcomes that address increases in student academic achievement both school-wide and for all groups of students served by the charter school, as that term is defined in subdivision (a) of Section 52052. The student outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” – California Education Code Section 47605(c)(5)(B)

<i>Tool - Assessments</i>	<i>Purpose - Track student progress</i>	<i>Who and How - Student score reports/ Analysis by Assessment/ Intervention Department</i>	<i>Data Management System/ Assessment Department</i>
<p>Baseline - Fall</p> <p>iReady Diagnostic Benchmark Assessment (ELA and Math)</p> <p>Initial ELPAC Assessment - Alternate ELPAC (when required)</p>	<p>i-Ready</p> <ul style="list-style-type: none"> Evaluate student grade level placement, flagged for interventions “What I Need” (WIN) Intervention - monitoring of assignment completion and progress <p>Initial ELPAC - Assign ELD Program placement - strengthen language acquisition</p>	<p>i-Ready</p> <ul style="list-style-type: none"> Grades K-11 test in September - proctored by teachers Analyzed by Assessment and Intervention Departments <p>Initial ELPAC - test within 30 days of enrollment</p> <ul style="list-style-type: none"> Students flagged based on Home Language Survey - Proctored by Assessment Department - Score Reports analyzed by Assessment Department Required ELD Curriculum provided by the Intervention Department 	<ul style="list-style-type: none"> → School Pathways → i-Ready - Curriculum Associates → Parsec Education → Excel → State Reporting → Assessment Team
<p>Interim - Winter</p> <p>iReady Diagnostic Benchmark Assessment (ELA and Math)</p> <p>Initial ELPAC Assessment - Alternate ELPAC (when required)</p>	<p>i-Ready</p> <ul style="list-style-type: none"> Evaluate student progress “What I Need” (WIN) Intervention - students at grade level exit WIN program Effectiveness and direction of MTSS <p>Initial ELPAC - Monitor assignment completion and progress, provide</p>	<p>i-Ready</p> <ul style="list-style-type: none"> WIN students in grades K-11 test in December - proctored by teachers Analyzed by Assessment and Intervention Departments <p>Initial ELPAC - test within 30 days of enrollment</p> <ul style="list-style-type: none"> Students flagged based on Home Language Survey - Proctored by Assessment Department - 	<ul style="list-style-type: none"> → School Pathways → i-Ready - Curriculum Associates → Parsec Education → Excel → State Reporting → Assessment Team

	support	Score Reports analyzed by Assessment Department <ul style="list-style-type: none"> Required ELD curriculum provided by the Intervention Department 	
Summative - Spring iReady Diagnostic Benchmark Assessment (ELA and Math) Initial/Summative ELPAC Assessments - Alternate ELPAC (when required) CAASPP (ELA and Math) - CAA (when required)	i-Ready <ul style="list-style-type: none"> Evaluate student progress "What I Need" (WIN) Intervention - students at grade level exit WIN program Effectiveness and direction of MTSS End of year (EOY) math and ELA proficiency levels - evaluate if meeting grade level expectations CAASPP/CAA <ul style="list-style-type: none"> Develop a plan for following school year Use score reports to direct student academic plan 	i-Ready <ul style="list-style-type: none"> Grades K-11 test in March Effectiveness and direction of MTSS Analyzed by Assessment and Intervention Departments Summative ELPAC - test in March through May CAASPP/CAA <ul style="list-style-type: none"> Test in April/May - Evaluate individual student and school growth - by subgroups Make informed decisions for the next school year - Assessment/ Intervention/ Education Departments 	→ School Pathways → i-Ready - Curriculum Associates → Parsec Education → Excel → State Reporting → Assessment Team

Student Learning Outcomes

To meet the demands of the 21st century, EACS students will be:

Self-directed, critical thinkers who...

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

Resourceful, Lifelong Learners who...

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

6. Employ technology to complement their knowledge

Respectful, Responsible Citizens who...

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

EACS's schoolwide goals aim to promote real-world application of academic instruction and content to bring curriculum to life for our students. Students are encouraged to think critically about subject matter and how it might relate to a larger community as well as global issues facing our world today. By nature of our independent study school and through the support of our fully credentialed teachers and staff, students quickly learn to self-monitor and set goals to accomplish the various tasks assigned in their courses. Combined with the robust curriculum offerings, EACS encourages the pursuit of academic achievement by supporting the growth of all students to become creative and complex thinkers, effective communicators, community/global citizens, and empowered, independent thinkers. These goals are measured through local and state assessments, informal assessments at learning period meetings, parent/student/teacher survey responses, and informal observations.

High School Graduation Requirements

EACS's graduation requirements emphasize the traditional university preparatory courses of English, mathematics, science, social science, language other than English, visual and performing arts, and electives; however, these courses will be provided in a manner that challenges each student to think beyond the subject matter that is being presented and continually place new information in the context of their own knowledge base. EACS's graduation requirements meet California Education Code requirements for students in traditional public schools.

EACS will configure its minimum course completion requirements and its credit award policy so as to fulfill the high school graduation requirements applicable for students in traditional public schools. The Charter School will require completion of the following, at a minimum:

- Four year-long courses in English (English I, II, III, IV)
- Two year-long courses in mathematics - Algebra 1 or higher in one course
- Two year-long courses in science with lab - one course in life science, one in a physical science
- Three year-long courses in social studies (including United States history; world history; a one-semester course in American government, and a one-semester course in economics)
- One year-long course in visual or performing arts or language other than English, or Career and Technical Education (CTE)
- Two year-long courses in physical education
- One Semester Ethnic Studies
- Fifteen 5 unit courses of elective credits

* At least one course of the mathematics requirement shall be fulfilled by completion of Algebra I

coursework.

** Students will be advised that minimum graduation requirements do not meet UC entrance requirements.

Credit and Graduation Requirements

EACS awards five credits per course, per semester. 220 credits are required to graduate. Students are eligible for a diploma when all requirements have been met. Diploma requirements are as follows:

GRADUATION REQUIREMENTS	CREDITS
<i>Required</i>	
English	40
Mathematics	20
Science	20
History	30
VAPA / World Language / CTE	10
Physical Education	20
Ethnic Studies	5
Electives	75

EACS offers additional options for high school completion to students of protected status according to applicable legal requirements... This includes, but is not limited to, a Certificate of Completion and an Alternative Diploma Pathway for students with disabilities pursuant to Education Code Sections 51255.31 and 56390.

ELEMENT 3: METHODS OF MEASURING

PUPIL OUTCOMES

Governing Law: The method by which student progress in meeting those student outcomes is measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. – California Education Code Section 47605(b)(5)(C)

1) Methods of Assessment

EACS, like other charter and non-charter public schools, will adhere to the tenets of the state accountability system. Using data from the statewide assessments and local assessments, EACS will discern which numerically significant subgroups are not achieving growth target goals. Students identified as needing support to achieve proficient or advanced levels of achievement on assessments will receive additional individualized assistance, and, where appropriate, tutoring, remedial instruction, and other intensive interventions. To the extent practicable, the method for measuring student outcomes for the eight State Priorities shall be consistent with the way information is reported on a school accountability report card as required by Education Code Section 47605(c)(5)(C).

Academic performance is assessed through graded lesson assignments, unit and module assignments, unit tests, course final exams, teacher observation, local assessments, corresponding lessons and annual statewide testing to include grade-specific CAASPP and California Science Test (“CAST”) for all students. Annual ELPAC assessments will be reviewed for designated English Learner students, and annual progress towards IEP goals will be analyzed and updated for special education students.

Repeating a Course

Students may repeat courses if they earned a grade of D or F. While the previous lower grade and credits will be excluded from the grade point average (GPA) calculation, the class with the lower grade will remain on the transcript. The higher of the two grades will be counted toward the cumulative GPA. There is no limit to the number of times a student may repeat the same course in which they earned a D or F. There is no limit to the number of courses students may repeat. Courses that have earned a grade of C or better cannot be repeated for higher GPA. Repeated courses will be indicated on the transcript /r/.

Students earning a D in any course who wish to improve their grade may repeat the course.

Students earning an F in a core course required for graduation must repeat the course.

Students earning an F in a non-core course required for graduation are not obligated to repeat the course as long as the minimum number of credits have been met for graduation.

Transfer Credits

Transfer grades and credits received from previous schools/programs will be accepted and applied as needed to meet Excel Academy's graduation requirements. Official transcripts are required in order to award credit. Transcript analysis may require research and contact with previous institutions to determine eligibility of transfer credits. International records may require translation and/or evaluation prior to being considered for transfer credits.

Transcripts

Official transcripts should be requested from the registrar at least two weeks prior to deadlines.

Grade Level

Elementary and middle school students in TK-8 are assigned a grade level based on the year of TK or K entry. High School students are assigned a grade level based on the year of 9th grade entry. Regardless of credit deficiency, students will be promoted to the next grade and given an opportunity to remediate credits in hopes that the student will graduate with his or her cohort. In the event that a student does not graduate with their cohort,

EACS will provide the student with an opportunity to continue their education, as long as they are continuously enrolled in public school and making satisfactory progress towards a diploma, pursuant to Education Code Section 47612(b).

Verified Data Assessments

Each year, students are administered a verified data assessment called i-Ready, which is a diagnostic benchmark assessment in reading and math. All kindergarten through eleventh grade students are required to take the local assessment in the fall and spring. Students who are performing below grade level based on the i-Ready score reports and are in the WIN intervention program, have the opportunity to take the i-Ready assessments in the winter to show progress across the reading and math domains.

i-Ready provides data-driven insight that parent/guardians, teachers and administrators need to determine exactly where to focus instruction to ensure all students are on track to meet rigorous academic expectations and to succeed on state assessments. Parent/guardians are provided a student profile which is a detailed developmental analysis of the student's overall placement across grade levels and acts as a helpful tool for instruction. The state standards-based data provided by i-Ready is necessary for meeting state and charter needs. Students who complete the benchmark assessments are automatically provided individualized lessons focusing on gaps in learning and areas of concern within the reading and math domains.

Final Examinations - Middle School and High School Students

Middle school and high school students enrolled in EACS taking specific online courses are responsible for taking final exams that are monitored and proctored by approved staff to ensure that all assessments are taken properly.

Standardized State Testing (CAASPP, CAST, ELPAC, PFT)

All students enrolled in EACS are expected to attend mandatory state testing as appropriate for their individual grade levels which include the Initial and/or Summative English Language Proficiency Assessments for California (ELPAC), California Assessment of Student Performance and Progress (CAASPP) which consists of the following assessments: Smarter Balanced English language arts/literacy (ELA) and mathematics, and California Science Test (CAST), and the Physical Fitness Test (PFT) CAASPP Smarter Balanced ELA and math assessments are administered to grades 3-8 and 11. The CAST assessment is administered to students in grades 5 and 8, and high school grade levels determined by the state. The PFT is administered to students in grades 5, 7, and 9. The Initial ELPAC assessment is administered to all students in grades Tk-12 whose primary language is not English as indicated by the Home Language Survey for initial identification of students as English Learners within the first thirty days of enrollment. EL students are given the Summative ELPAC assessment every spring until they are RFEP. As determined by the IEP team, students with significant cognitive disabilities are assigned the Initial and/or Summative Alternate ELPAC assessments in place of the standard ELPAC, as well as the California Alternate Assessment (CAA) in place of the CAASPP assessments (ELA, math, and science). Students are monitored multiple times throughout the year with baseline formative and summative assessments to ensure they are making progress and are provided the necessary resources and support to meet or exceed grade level standards.

Learning Period (LP) Meetings

LP meetings are an important component of the plan to assess student progress. LP meetings are a time when the Teacher spends one-on-one time interacting with the student and reviewing the student's body of work. During this meeting, the Teacher documents student progress toward the measurable student goals and indicates the standards in which the student made progress. This progress is documented in the SIS. Also during this meeting, the teacher collects work samples which are used as authentic evidence of the student's abilities and progress. These samples are uploaded and stored within the SIS. The teacher also ensures that an appropriate amount of progress was made by the student for the number of days the student was awarded attendance and supports the parent/guardian in planning out the next learning period's assignments.

Teachers check in with families after the LP meetings to recap the discussions and information presented at the meeting. In addition, teachers reach out to their students and parent/guardians weekly to see how they are doing based on discussions and goals set at each LP meeting. Students who are taking online high school classes are closely monitored by their teachers.

Teachers refer to the high school rubrics that have been created to evaluate each student's high school work. Teachers work closely with the students and parent/guardians to make sure work is differentiated, and to ensure they are seeing different types of work samples at each LP meeting. The pacing guides that have been created are a valuable tool for teachers, students, and parent/guardians to utilize as needed to help monitor progress and help students stay on task.

Work Samples (Daily Assignments, Tests, Quizzes), Portfolios, and Projects

EACS encourages students to show mastery of standards and content through quantitative and qualitative measures. In addition to analysis of tests and quizzes, student work product is a basis for formative

assessment. While EACS frequently uses quizzes and tests to express achievement, work samples, electronic student portfolios, and projects allow students to explore content in a deeper, richer context. All work samples, portfolios, and projects that are collected at monthly LP meetings are expected to be high quality, and include student's original work and writing.

The i-Ready lessons provided are aligned to the State Standards and meet grade level expectations. The results from the assessments and lessons assist the teacher and parent/guardians in providing additional support, curriculum, and resources to help students continue to progress. Teachers have the ability to adjust and modify lessons to fit the needs of their students. When teachers see that students need additional support in specific domains, they have the ability to pull lessons to present to the students and parent/guardians. The i-Ready Reading and Math Tools for Instruction include detailed teaching instructions, lessons, and activities or graphic organizers for parent/guardians and students to utilize.

High school students complete weekly/monthly quizzes, tests, and semester finals as required through their Customized Instruction Course outline or by their online approved teacher. Some examples of these assessments are: unit tests, research reports, critical analysis essays, lab reports, short stories, plays, lap books, and pictures and reflections on field trips, participation in theater/voice performances, and community service trips. Work must be graded and commented on by parent/guardian and/or teacher with the oversight of the teacher. Student performance is evaluated through these samples which are used to measure and observe progress and verify attendance.

Report Cards

At EACS, transitional kindergarten through fifth grade students are graded based on a 4 - 1 scale that provides the teacher and the parent/guardians a clear understanding of student performance and growth. Students in grades 6 through 12 earn grades using the standard A-F scale, and they are specific to the grading scale. Report cards are provided to students at the conclusion of the first and second semesters of school.

2) Use and Reporting of Data Collecting, Analyzing, and Utilizing Data

School-wide state assessment results are disaggregated and analyzed, and results are synthesized and shared with all stakeholders in a public board meeting. Individual results (CAASPP, CAST, PFT, ELPAC) are electronically shared with families, while summary results are analyzed by administration. Teachers review student score reports with students and parent/guardians, so that students are given an opportunity to see how they performed, have the results explained to them, and have conversations about strengths, weaknesses, college and/or career readiness, and what these scores mean to the student personally. ToRs provide individual student feedback regarding state assessments to parent/guardians during the LP meeting.

The Charter School relies on the robust data collection and reporting abilities inherent in the student information system and local assessment interfaces. The web-based SIS stores comprehensive data about students, instructors, courses, applications, and enrollments in a single database, enabling educators to quickly retrieve information and create custom reports. Charter School faculty has access to reports that detail students' progress and challenges and can take advantage of a variety of automated interventions to help keep students on track.

The current local assessment, i-Ready, yields easy to use reporting and ongoing progress monitoring which provide parent/guardians and teachers with real-time insights for each student. Using advanced technology, the platform dynamically adapts based on student response patterns, which allows the assessment to be more accurate and efficient in pinpointing students' needs as compared to traditional fixed-form tests.

More specifically, as the diagnostic adapts, it provides easier or harder questions depending on students' answers to previous questions. By adapting across the grades, the diagnostic helps teachers understand the root causes behind student challenges. This is especially beneficial for teachers and parent/guardians in providing differentiated instruction, for identifying gaps spanning back multiple years, or determining where students are ready for further challenges.

Based on the diagnostic results, i-Ready automatically provides access to individualized online and teacher-led instruction targeted to each student's unique needs. In addition, easy-to-read reports provide teachers and parents/guardians with a detailed action plan for individual instruction, as well as the tools needed to deliver that instruction.

These data, mechanisms, and intervention procedures are used by teachers to assess each student's needs and deploy appropriate modifications. Teachers adjust and enhance course content with a variety of student assignments, projects, and assessments, each created to address different learning styles, levels of challenge, or student needs. In addition, teachers may adjust curriculum, materials, and services in order to ensure students are maximizing their potential.

Reporting Data to Stakeholders

EACS will provide requested reports to the District and Board as needed. Individual results from the Initial and Summative ELPAC, CAASPP, and PFT are electronically shared and accessed through our parent portal in School Pathways.

During an LP meeting, EACS teachers individually review student score reports with students and parent/guardians, so that students are given an opportunity to see how they performed, have the results explained to them, and have conversations about strengths, weaknesses, college and career readiness, and what these scores mean to the student personally.

Like other public schools, EACS annual performance will be shared with the community via the state's School Accountability Report Card (SARC), which is then published and available online at the California Department of Education website.

ELEMENT 4: GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parental involvement – Education Code Section 47605(b)(5)(D)

Excel Academy Charter School is a directly funded independent charter school, and is operated by Excel Academy Charter Schools, a California tax-exempt 501(c)(3) nonprofit public benefit corporation, pursuant to California law.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

EACS has received its full tax-exempt status from the federal and California state governments, under the federal Internal Revenue Code Section 501(c)(3) and the companion California state tax laws and regulations. See Exhibits for copies of the Articles of Incorporation, corporate bylaws, and Conflict of Interest Code, and see Exhibit D for copies of the Tax ID information and non

profit tax exempt status documentation. EACS will be governed by a set of mission-driven policies and procedures to help staff and administrators perform their daily responsibilities with a focus on the Charter School's mission.

Governance Structure

EACS will be governed by the EACS Board of Directors in accordance with its adopted bylaws, as subsequently amended pursuant to the bylaws, which shall be consistent with the terms of this charter. The bylaws will be the primary policy document dictating board practices and operations. The bylaws will explicitly delineate the procedure for election and appointment, removal and vacancy of Board of Directors and policies and procedures for conducting board meetings and general board operations.

The Board shall have no fewer than five (5) and no more than nine (9) directors. All directors shall be designated by the existing Board. All directors are to be designated at the corporation's annual meeting of the Board.

To establish continuity and sustainability for the new charter school, initial Board members shall each serve a fixed five-year term. In EACS's fifth year of operation governing board members will be elected to one, two, and three-year terms, as determined by the then seated Board, consistent with the bylaws. All Board members, thereafter, will be elected to serve three-year terms.

In accordance with Education Code Section 47604(c), the District may appoint a representative to sit on the EACS Board. If the District chooses to do so, Excel may appoint an additional member to ensure that the Board is maintained with an odd number of directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Board Meetings

The Board of Directors will meet regularly, at least once a month (except during the summer) and in accordance with the Brown Act and Education Code Section 47604.1(c). The Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School.

Board of Directors' Duties

EACS's governance responsibilities will primarily be divided between the Board and the Executive Director. The Executive Director and faculty will carry out the day-to-day operations of the Charter School, with the Executive Director having primary responsibility to conduct and manage the daily operations. The Board will set policy, approve the budget, and assure that the Charter School maintains high academic standards. The EACS Board shall have ultimate responsibility to oversee the operation and activities of the Charter School.

The Board's major roles and responsibilities will include:

1. Executing all applicable responsibilities provided for in the California Corporations Code;
2. Establishing and approving all major educational and operational policies.
3. Approving all major contracts.
4. Approving the Charter School's annual budget and budget revisions and overseeing the Charter School's fiscal affairs.
5. Hearing expulsion recommendations at scheduled Board of Directors meetings.
6. Evaluating the Executive Director who oversees the day-to-day operations of the Charter School and implementing the policy direction of the Board.
7. Developing annual goals for the Charter School and long range plans with input from the Executive Director, teachers, and parent advisory council members.
8. Receiving reports from, and providing recommendations to the Executive Director relative to long-term strategic planning.
9. Assessing EACS's goals, objectives, academic achievements/student progress, financial status, and any need for redirection.
10. Evaluating Charter School and student performance.
11. Contracting with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
12. Approving the annual independent fiscal audit.
13. Approving charter amendments as necessary and submitting requests for material revisions as necessary to the District for consideration.

The Board of Directors is responsible for the accountability requirements established by the California Charter Schools Act of 1992 and the charter itself. One of the Board's primary responsibilities is to ensure that EACS is meeting annual accountability targets. The Board of Directors will routinely evaluate the academic, financial, and legal/compliance health of the Charter School.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Board of Directors objective is to develop a LCAP and an annual update to the LCAP that demonstrates measurable annual progress toward meeting the Charter School's high standards for student success, and to oversee the implementation of that plan by the Charter School's Executive Director.

Board Training and Sustainability

EACS founders and Board members are committed to continuous improvement and ongoing training to assist the Board in fulfilling its responsibilities to act as stewards for the Charter School. To this end, the EACS Board will receive trainings and educational opportunities to more effectively govern EACS's operations on topics including Conflict of Interest, the Brown Act, fiscal responsibility, ethics, and governance.

The Charter School will maintain in effect general liability and board errors and omissions insurance policies. The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within Exhibit C.

Parental Involvement

EACS believes that active parent/guardian participation in Charter School operations and governance helps foster a public school's long-term sustainability as a successful program. EACS will encourage parent/guardian involvement and will ensure that all faculty practice open communication to enable every parent/guardian to take an active role in the academic and social progress of their enrolled child as well as in the direction and governance of the Charter School. EACS will, on a regular basis, consult with parents/guardians regarding the Charter School's educational programs.

EACS will establish an advisory council that may be composed of parent/guardians, students, certificated staff, and classified staff. The advisory council will play an important role in making EACS a school that is responsive to staff's, student's, and parent/guardians' needs, and will provide for continual improvement. The advisory council will meet regularly and function to address and make recommendations to the Executive Director regarding specific areas of Charter School operations.

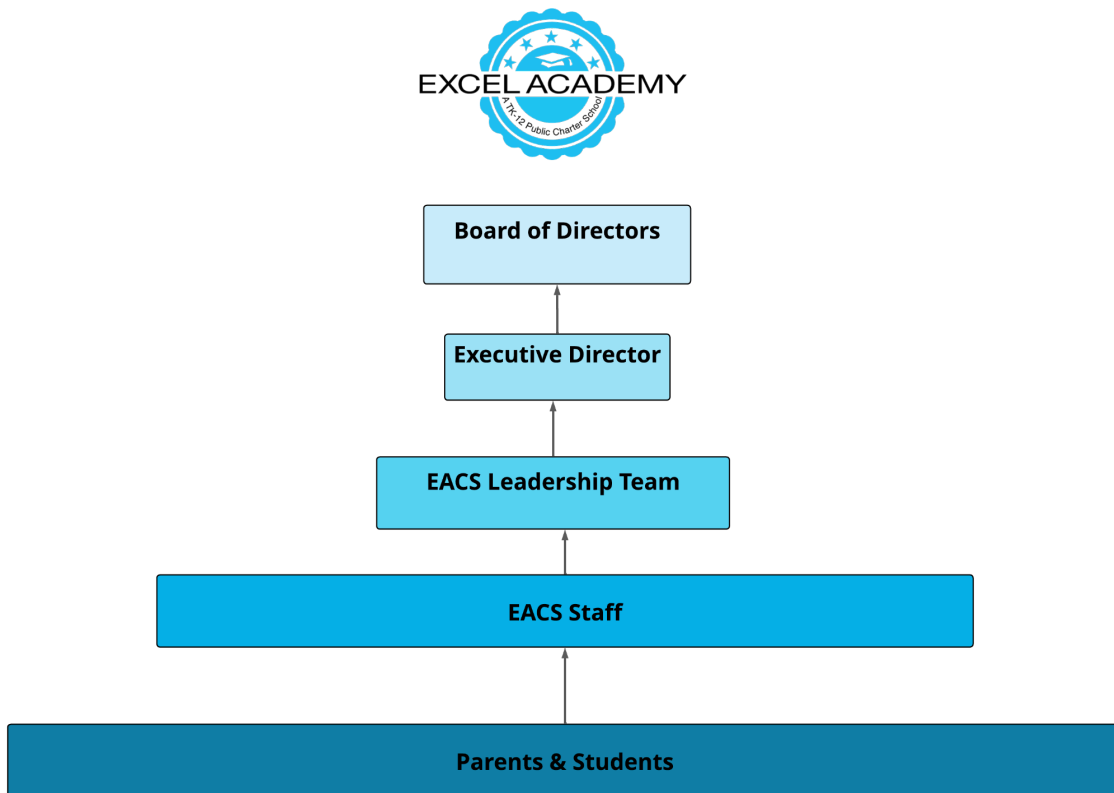
The EACS academic model requires frequent outreach to parents/guardians and easy accessibility to faculty. Parents/guardians will receive various email notifications regarding their child's pace and progress, and all

parents/guardians will have at least monthly contact with their student’s academic team.

Parents/guardians may be surveyed at least once a year to determine their satisfaction levels with the Charter School with respect to open governance, curriculum, instructional design and delivery methods, achievement of performance objectives, and other metrics that factor into the Charter School’s governance and accountability.

These multiple reporting mechanisms, combined with the availability of faculty to parent/guardians during and beyond normal business hours, are designed to keep parent/guardians apprised, informed, and involved. This puts parents/guardians in a position to influence school decisions affecting their child.

The forum for major Charter School decisions will be public meetings of the Board. EACS will post Board agendas on its website in compliance with the Brown Act, so parents/guardians will have the opportunity to share concerns and provide written and oral testimony regarding decisions pending before the Board.



ELEMENT 5: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. – Education Code Section 47605(b)(5)(E)

A valid teaching credential issued by the State Board or the Commission on Teacher Credentialing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in [an independent study assignment], provided that the assignment of a teacher to a position for which qualifications are prescribed, by this section shall be made only with the consent of the teacher. – Education Code Section 44865(k).

EACS is dedicated to hiring exemplary staff who are committed to its mission, vision and values. All administrators, faculty, and staff members to be employed by EACS must possess the titles, qualifications, knowledge base, background, expertise and experience essential to successfully fulfill their responsibilities as determined by the EACS's Board,, and Executive Director. EACS will ensure that all applicable legal requirements are met for teachers, staff, paraprofessionals and other administrative employees of the Charter School. Each certificated employee at the Charter School will meet the applicable state licensing and/or credentialing requirements. For all positions, certificated and non-certificated, the employee, at minimum needs to satisfactorily meet the performance specifications EACS requires for the position, as outlined below, and must possess the qualifications required to perform the essential functions of the position, as determined by Excel's Board of Directors and Executive Director.

EACS is an equal opportunity employer and does not discriminate against individuals based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), reproductive health decision-making, family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. The Charter School prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. Excel Academy complies with the ADA to ensure equal access to all qualified individuals with a disability. Background checks are conducted on all prospective new hires.

Recruitment and Hiring Plan

EACS seeks to recruit and hire a diverse faculty composed of highly effective teachers, and highly skilled professionals who express an understanding of and support for our mission and student population; in accordance with ESSA we ensure all job descriptions indicate knowledge of requirements. We will achieve this goal by recruiting and compensating our faculty and staff based on their ability to meet the needs of our school as outlined in our hiring and evaluation rubric. The rubric will contain qualifications and criteria directly aligned to the qualities we believe are essential for effective teaching and learning within EACS, as

outlined in Element I of this charter petition.

All applicants will participate in a robust interview process that includes steps to ensure all participating Executive team members can thoroughly assess the experience and capabilities of the applicant. Each recruitment initiative is aligned based on targeted plans that both align with the budgets and educational programs

The Director of Human Resources will prepare and recommend to the Charter School Board for approval, salary and benefit levels, working conditions and work year characteristics (e.g. length of year and day and vacation policies) for all employees that will allow Charter School to attract and retain the caliber of employees necessary for the Charter School's success.

Faculty and Staff Qualifications

EACS has a highly specified set of qualities it will require of its teaching faculty. Pursuant to the Every Student Succeeds Act, charter schools are free to design personnel systems and hire staff that meet the unique needs of the charter school. All teachers and paraprofessionals at EACS will meet applicable state certification and licensure requirements. EACS will ensure that teachers in the Charter School hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment in accordance with Education Code Section 47605(l). EACS may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a Board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. The Charter School shall ensure that all paraprofessionals employed by the Charter School shall meet all applicable requirements under Education Code Section 45330.

EACS will report to the CTC any change in a certificated employee's employment status as a result of an allegation of misconduct or while an allegation of misconduct is pending, pursuant to Education Code Section 44030.5.

As required under Education Code Section 48000(g)(4), and subject to any future amendments, all teachers who are first assigned to a transitional kindergarten classroom after July 1, 2015 must possess at least one of the following:

- At least 24 units in early childhood education, or childhood development, or both.
- As determined by the Charter School, professional experience in a classroom setting with preschool age children that is comparable to 24 units of early childhood education, or childhood development.
- A child development teacher permit, or an early childhood education specialist credential, issued by the Commission on Teacher Credentialing.

The teacher is responsible for implementing appropriate strategies that assist each student in achieving his/her academic potential while also providing superior customer service to all internal and external customers.

Typical activities for the teacher may include:

- Evaluate student work as prescribed by EACS's grading policy, and provide feedback on

assignments, in which students are encouraged to be actively engaged in the learning process.

- Contribute to a climate where students are actively engaged in meaningful learning experiences.
- Work with the leadership team and other EACS teachers to produce learning experiences suited to the grade level and to the student developmental level that will enhance student achievement.
- Communicate in a professional manner.
- Award and update student attendance in the student information system.
- Model professional and ethical standards when dealing with students, parent/guardians and community.
- Meet established deadlines.
- Conform with and abide by EACS work procedures and instructions, and EACS regulations and policies.
- Attend IEP meetings and complete necessary documentation.
- When requested, participate in student and parent/guardian conferences, marketing events and proctor exams.
- Participate in committees and organizations as needed.
- Maintain effective and efficient records.
- Implement curriculum using activities that contribute to a climate where students are actively engaged in meaningful learning experiences and be available to assist students in-person or via phone, email and instant message.
- Identify, select, and modify instructional resources to meet the need of students with varying backgrounds, learning styles, and special needs.
- Approach situations with a student-centered attitude and flexibility that promotes student success.
- Partake in professional development opportunities.

Administrative and Non-Instructional Staff

The Charter School will seek administrative and operational staff members who have demonstrated experience or expertise in the issues and work tasks required of them. They will be provided professional development opportunities to ensure that they remain abreast of all relevant changes in laws appropriate for their position within the Charter School as outlined in the school's staffing plan and the Charter School's adopted personnel policies. *See Exhibit C for administrative job descriptions for key positions and their requisite qualifications.*

General Requirements, Hiring and Performance Review

Prior to employment, each employee will submit to a criminal background check as required by Education Code Section 44237. Prior to beginning work, all employees will be required to undergo a criminal background check prior to hiring through a LiveScan fingerprint process secured by the California Department of Justice and, if classified, the Federal Bureau of Investigation. These services will occur where the LiveScan service is offered., which may be located at district, county or local college facilities. The Charter School will adhere to California laws including fingerprinting, drug testing, and prohibitions regarding the employment of persons who have been convicted of a violent or serious felony. If the Charter School contracts with an entity for specified services, the Charter School will verify that any employee of that entity who will have contact with students, outside of the immediate supervision and control of the student's parent or guardian or a Charter School Employee, has had a valid criminal background check.

Employees must furnish proof of documents establishing legal employment status. The Executive Director and/or administrative designee will be responsible for monitoring and maintaining documentation of

medical and criminal investigation clearances, as required by California and federal laws.

The Executive Director will have the authority to recruit and interview candidates and make hiring recommendations to the Board for approval.

The Executive Director and/or designee will have the responsibility of evaluating the performance of the teaching and administrative staff, and to review the results of the performance reviews with the Board. The EACS Board of Directors has the right, if it so chooses, to review these performance reviews before they are delivered to the staff members.

The Executive Director, with input from the EACS Board as applicable, will determine the criteria by which to judge the performance of employees prior to conducting a formal performance review. These criteria will be tied directly to EACS's educational goals, mission, vision and will utilize a performance review rubric. The rubric will, among other criteria, be used to tie job reviews to relevant performance areas such as delineated in individual job descriptions, school and individual goals.

The Excel Board of Directors will create the job and performance review of the Executive Director. The Executive Director's performance will be objectively evaluated based on school and student success as reflected in a predefined set of performance criteria.

Professional Development for Instructional Staff

EACS is dedicated to the continuous enhancement of its staff through professional development. We ensure our team remains at the forefront of educational advancements by participating in key conferences such as CCSA, CSDC and ACSA. These conferences are pivotal in keeping us informed about the latest trends in education.

For our leadership team, we organize regular professional development sessions that are essential for strategic growth and leadership skills enhancement. Additionally, we conduct in-person meetings that cover a wide range of topics, including but not limited to human resource updates, special education, and legal trends. This comprehensive approach ensures that our team is well-versed in various aspects that contribute to the effective management and operation of our institution.

Through these continuous professional development efforts, EACS is dedicated to nurturing a highly skilled and knowledgeable staff capable of delivering exceptional educational experiences.

Our professional development program for new teachers is structured in three parts: onboarding, first year induction (mentoring), and continuing education:

Onboarding

- Mission, vision and core values
- Understanding the virtual/independent study educational experience
- Working within online systems (e.g. ordering system and virtual classroom) and student information system
- Communicating with students and parent/guardians
- Understanding and using online and independent study metrics
- Motivating students and meeting the unique needs of students

- Monitoring and guiding student pacing
- Managing the protocols of online and independent study learning: pace charts, contact histories, grading, various educational philosophies
- Technology tools for effective teaching

Mentoring

During their first year, teachers are partnered with a team of experienced educators to support them. Teachers new to the profession will be required to complete an induction program.

Continuing education

- Teachers are provided with opportunities to expand their knowledge of personalized learning strategies throughout the year by participating in various professional development programs.
- Teachers are surveyed to determine areas of need, and EACS will provide programs to meet the expressed needs.

Individual Professional Development Plans

Additionally, all full-time school staff members are required to develop annual goals that identify areas of development that will lead to professional growth. This plan will be developed in conjunction with the Executive Director, department supervisor, and human resources. Some areas of growth might include:

- Presenting at a Charter School professional development opportunity.
- Measurable implementation of selected best practices methodology that will be employed to improve support for student success.

EACS will annually allocate funds to support individual professional and leadership development activities throughout the year.

Authority and Responsibility

The Executive Director, Human Resources and/or designee is responsible for monitoring teacher credentials and qualifications relative to their positions. While the Charter School administration is responsible for working with each teacher in the development and management of an individualized professional development plan, the Executive Director and/or designee ensures that state mandates are appropriately enforced in all schools. This work is further supported by the oversight of the Excel Board of Directors.

ELEMENT 6: HEALTH & SAFETY PROCEDURES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of students and staff. These procedures shall require all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. — Education Code Section 47605(b)(5)(F)

EACS has a comprehensive set of health, safety, and risk management policies and procedures. In general, health and safety matters will be dealt with in accordance with these EACS policies. These policies will be developed in consultation with the Charter School's insurance carriers and at a minimum will address the topics discussed below. These policies and procedures will be incorporated as appropriate into the Charter School's parent/student and employee handbooks and will be reviewed on an ongoing basis in the Charter School's staff development efforts and Board policies.

The following is a summary of the health and safety procedures of the Charter School:

Procedures for Background Checks

Employees and contractors of EACS will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Executive Director or designee will be responsible for monitoring compliance with this policy and reporting to the Charter School Board on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Executive Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Tuberculosis Risk Assessment and Examination

All employees will be required to undergo a tuberculosis ("TB") risk assessment and examination (if necessary) and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code Section 49406.

Employees must undergo a tuberculosis ("TB") risk assessment and examined (if necessary) at least once each four years thereafter, as required by Education Code Section 49406. Charter School shall maintain TB

clearance records and certificates on file.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis in accordance with Education Code Section 49450 *et seq.* as applicable to the grade levels served by the Charter School.

Immunizations

All enrolling students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students who receive classroom-based instruction must be immunized with a pertussis (whooping cough) vaccine booster.

The Charter School shall exclude students from participation in classroom-based activities if the student is not immunized in accordance with applicable law. Those parents/guardians who have difficulty obtaining immunizations for their children will be provided information on where to get immunized in their community.

Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school. The Charter School will provide an information sheet regarding type 2 diabetes to the parent/guardian or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs

associated with type 2 diabetes should be screened for type 2 diabetes.

4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on student suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy by January 1, 2025 to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking

By January 1, 2020, the Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Menstrual Products

To the extent that the Charter School operates any facilities attended by students, the Charter School shall stock the Charter School's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

To the extent the Charter School operates any facilities attended by students, on or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its facilities that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

Athletic Programs

To the extent the Charter School offers athletic programming, the Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients. In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies

related to athletic programs, and acquiring at least one automated external defibrillator.

School Meals

If required by law, the Charter School shall provide breakfast and lunch free of charge on any school day that the student is participating in school activities to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act

The Charter School shall teach comprehensive sexual health education and human immunodeficiency virus (HIV) and AIDs prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Sections 51930–51939). Passive (not active) parent/guardian notification is required for comprehensive sexual health education and HIV prevention education, either at the beginning of the school year or at least 14 days prior to instruction. Parents or guardians must be notified by the school or district at the beginning of the school year (or at the time of enrollment) about planned instruction in comprehensive sexual health and HIV prevention education and research on student health behaviors and risks.

The notice must also inform parents/guardians of their right to request copies of Education Code §§ 51933, 51934, and 51938. If arrangements are made after the initial notification is sent out at the beginning of the year, districts must notify parents at least 14 days prior to the instruction via mail or another commonly used method. (EC § 51938(b).)

In this notification, schools must advise parents/guardians that they have the right to excuse their child from comprehensive sexual health education and HIV prevention education and that in order to excuse their child they must state their request in writing to the school district. (EC § 51938(b)(4).) Schools may not require active consent ("opt-in") for participation in comprehensive sexual health and HIV prevention education. Parents/guardians must request in writing that their child not participate in the instruction (passive consent, or "opt-out"). If the parent/guardian does not request in writing that the child be withheld, the child will attend the instruction. (EC § 51938(a).)

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information

The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(L):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code Section 48915 and other Charter School designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing "gang related apparel," if applicable
- procedures for safe ingress and egress of students, parent/guardians, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on Charter School discipline adopted pursuant to Education Code Section 35291, 35291.5, 47605, and 47605.6
- procedures for conducting tactical responses to criminal incidents
- procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a schoolbus serving the school
- a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

Emergency Preparedness

The Charter School shall adhere to an Injury Illness Prevention Plan drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This plan shall include, but not be limited to the following responses: natural disasters including but not limited to: fire, flood, earthquake, terrorist threats, and hostage situations. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns

regarding the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the School Safety Plan to be modified accordingly.

Facilities Safety

Because EACS will operate an independent study personalized learning school, there will be no need for a school building where classes are held on a daily basis. For administrative facilities, EACS will comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School will comply with all other applicable federal, state, and local building codes and requirements applicable to California charter schools, including the Americans with Disabilities Act, and other applicable fire, health, and structural safety requirements, and will maintain on file records documenting such compliance. EACS will ensure that its offices will be housed in facilities that have received state Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined the facilities present no substantial seismic safety hazard. The Charter School will obtain all necessary permits for these offices including a building and fire marshal inspection and/or a certificate of occupancy. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Workplace Violence Prevention Plan

As of July 1, 2024, the Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Drug-, Alcohol, and Smoke-Free Environment

EACS shall function as a drug, alcohol, and smoke-free environment.

Blood-borne Pathogens

EACS shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. An "Exposure Control Plan" shall be designed to protect employees from possible infection due to contact with blood-borne viruses, including HIV and hepatitis B virus ("HBV"). Whenever exposed to blood or other body fluids through injury or accident, students, and staff should follow the latest medical protocol for disinfecting procedures.

Child Abuse Prevention and Reporting

EACS will maintain detailed policies and procedures for the immediate reporting of suspected child abuse, neglect, acts of violence, or other improprieties. Such policies will detail the role and obligation of staff in the reporting of child abuse pursuant to Penal Code Section 11164 et seq. All staff will be mandated child abuse reporters and will follow all applicable reporting laws and the same policies and procedures used by the District. C. Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual mandated reporter training on child abuse detection and reporting, in accordance with Education Code Section 44691.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. To the extent the Charter School maintains any facilities in the future that are attended by students, the Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by pupils.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Supporting LGBTQ Students

Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Transportation Services

Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

ELEMENT 7: STUDENT POPULATION BALANCE

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. — Education Code Section 47605 (c)(5)(G)

EACS actively recruits a diverse student population from within its legally prescribed service area. Within that boundary, admission will be open to any California resident, and all students will be considered for admission without regard to any characteristic listed in Education Code Section 220 (or association with an individual who has any of those characteristics).

EACS implements a student recruitment strategy that will be represented by, but is not necessarily limited to, a combination of elements or strategies to ensure a diverse student body and to achieve a balance of racial and ethnic students, special education students, and English Learners, including redesignated fluent English proficient students, that is reflective of the general population residing within the territorial jurisdiction of the District.

EACS will engage in various outreach activities, that may include, but is not limited to, the following:

1. **Marketing Materials:** Design flyers and distribute informational materials to appeal to various groups in order to achieve the required balance. Materials will be developed in English, Spanish, and other common languages in the District area.

EACS provides printed and digital flyers to all teachers to distribute or post online in the counties where they reside, which includes the counties of Los Angeles, Orange, and San Bernardino. Printed flyers and other promotional materials include information about its programs and student offerings with a link and QR code to the EACS website and contact information for our parent support team. Excel Academy has continuously staffed Spanish speaking staff members to assist in phone, email, and video conferencing communications.

2. **Community Events:** EACS hosts community events in all regions it serves students. EACS Community Team also attends community events such as LEAP, Imaginology, SoCal Homeschool & Education Expo, and other related events to provide flyers, brochures, and other information to interested parents/guardians in English and Spanish. Marketing materials at such events will ensure a balance that is reflective of the general population residing within the District.

EACS hosted two in-person coffee question and answer events, seven Summer Social events for new families to meet our staff, browse through curriculum, and ask questions; attended an educational fair, and provided informational flyers and quicksheets to prospective families in the 2023-24 school year.

EACS hosted 18 virtual enrollment webinars between May 2022 - August 2023 about the EACS personalized and virtual paths, and 9-12 high school programs and offerings. By providing informational webinars online, this provided an opportunity for prospective families in all areas to attend at a time and day that worked best for their schedule. EACS utilized social media and posted actively in Facebook Community Groups in the counties of Los Angeles, Orange,, and San Bernardino to help promote these virtual enrollment webinars

among families interested in nonclassroom-based charter schools and educational programs similar to EACS.

3. Advertising: EACS' website and social media reflect a balance that is reflective of the general population residing within the Districts. EACS utilizes paid social media advertising on Facebook and Instagram platforms that promote enrollment via website visits to the EACS website enroll page. Ads were targeted to Los Angeles County, Orange County,, and San Bernardino County. The targeted audience included parents and families of TK-12 students with multicultural affinity behaviors and interests of Hispanic American culture, Hispanic culture, and Latino culture, as well families with who are socio-economically disadvantaged.

EACS utilizes pay-per-click (PPC) ads to promote enrollment through Google Search and other search engines driving audiences to visit the EACS website enroll page. Targeted areas include Los Angeles County, Orange County,, and San Bernardino County.

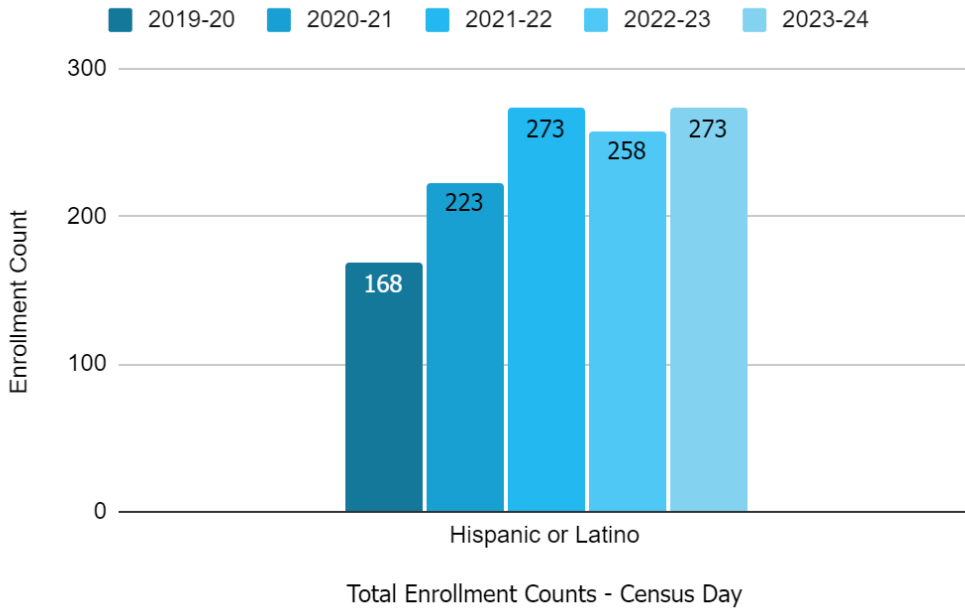
EACS utilizes photo and video of students and stock photo to showcase a diverse student population including those of Hispanic descent. EACS engages regularly in Facebook Community Groups through organic posts and by responding to questions from families about how to enroll at EACS, curriculum, program offerings, and how to attend virtual webinars to receive more information about the school. EACS actively participates in these Facebook Community Groups in the regions of Los Angeles County, Orange County, and San Bernardino County.

EACS regularly shares photos and video content online including Facebook, Instagram,, Google Business Profile and the EACS website showing EACS students, classes, field trips, events, and other engagement opportunities. EACS makes a concerted effort to capture and utilize photos that represent the diversity of our student population.

4. Establish Partnerships with Community Organizations: EACS explores potential partnerships within the local and regional communities. EACS will ensure, as needed, that recruitment materials are available in languages other than English based on student and general population demographics.

As a result of these efforts, EACS has seen consistent growth in the diversity of its student body as demonstrated in the historical enrollment trend data included at the beginning of this renewal charter petition. In particular, Hispanic/Latino student enrollment as a share of the EACS student body has increased by over 63% since EACS founding and represents the largest student group.

Hispanic Student Enrollment



EACS will continue these student population balance efforts in order to more closely align with the demographics of the territory EACS serves.

ELEMENT 8: ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H)

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

EACS shall admit all students who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random lottery, shall not be determined by the place of residence of the student or his or her parent/guardian or legal guardian within the state, unless required by Education Code Section 51747.3. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including students with disabilities, academically low-achieving students, English learners, neglected or delinquent students, homeless students, or students who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or students based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a student currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parent/guardians.

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, all students and their parents/guardians must complete and submit an enrollment packet, which includes the following:

- 1) Student enrollment form
- 2) Home Language Survey
- 3) Completion of Emergency Medical Information Form
- 4) Proof of minimum and maximum age requirements
- 5) Release of records¹

¹ In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

6) The Master Agreement and Acknowledgement of Responsibilities ("AOR")

All students' continued enrollment shall depend upon them fulfilling the terms of the Master Agreement. Enrollment space will be based on need in the community and availability of qualified, trained qualified credentialed teachers to serve as the Teacher of Record.

Recruiting and Admissions Cycle

The Charter School will establish an annual recruiting and admissions cycle, which shall include reasonable time for all of the following: (1) outreach and marketing, (2) orientation sessions for students and parents/guardians, (3) an admission application period, (4) an admission lottery, if necessary, and (5) enrollment. The Charter School may fill vacancies or openings that become available after this process using a waiting list created in accordance with the admissions lottery procedures specified in this charter.

Timeline for Recruiting and Enrollment

The Charter School will recruit and enroll students from areas from which they are legally allowed to recruit and enroll. Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any region has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing (or "lottery") to determine admission for the impacted region, with the exception of existing students, who are guaranteed admission in the following school year. In any year in which a random public drawing is not required because the number of applications does not exceed the Charter School's capacity, EACS will admit all students who meet the admission and application requirements stated in the Charter. Applications for admission will be accessible on the Charter School's website.

Lottery – Public Random Drawing

In the event that the number of students seeking admission to any region exceeds capacity, a lottery will be held for the impacted regions, with the exception of existing students, who are guaranteed admission in the following school year. It will be completed in a physical or virtual public forum large enough to accommodate all those who wish to attend.

Once a child has been enrolled as a student at EACS, they have the right to continue until they have completed the highest grade we offer. Students who are currently enrolled at EACS must re-commit for the following school year by the end of open enrollment by signing a Master Agreement for the following year.

The following admission preferences shall be given in the case of a public random drawing:

1. Siblings of students admitted to or attending the Charter School;
2. Children of Charter School staff;
3. Students who have been previously enrolled in EACS;
4. Residents of the District;
5. All other applicants

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

The Board will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled by region by the designated lottery official (appointed by the Executive Director). Separate lotteries shall be conducted for each region in which there are fewer vacancies than students interested in attending. All lotteries shall take place on the same day in a single location. There is no weighted priority assigned to the preference categories; rather, within each region, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that region have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the lottery, all students who were not granted admission due to capacity will be placed on a waiting list in the order drawn. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

Admission will not be based on prior student performance or admission testing. Post matriculation, various assessments may be administered to determine the student's readiness for the grade of entrance or maintenance of said grade. These instruments aid in the development of individualized learning plans for students.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform all applicants and interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

ELEMENT 9: INDEPENDENT FINANCIAL AUDITS

Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. — Education Code Section 47605(c)(5)(l)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(l) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Excel Board either directly, or through an audit committee it may form each fiscal year, shall oversee selection of an independent auditor and the completion of an annual audit of the Charter School's financial affairs. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. The audit will verify the accuracy of the Charter School's financial statements, attendance and enrollment, and accounting practices, and will review the Charter School's internal controls.

To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the California Department of Education, and the State Controller by December 15 each year. The Charter School's audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School's Board with recommendations on how to resolve them. The Board of Directors will report to the District regarding how the exceptions and deficiencies have been or will be resolved to the District's satisfaction along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

ELEMENT 10: SUSPENSION/EXPULSION POLICY AND PROCEDURES

Governing Law: The procedures by which students can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Education Code Section 47605(c)(5)(J).

Policy:

This student Suspension and Expulsion Policy has been established in order to promote learning, provide

for the safety of students, staff, and visitors to EACS and serve the best interests of students and their parents or guardians. In creating this policy, the Charter School reviewed Education Code Section 48900 *et seq.*, which describes the offenses for which students at non charter may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal (“involuntary withdrawal”). The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions and involuntary withdrawals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary withdrawal.

Consistent with this policy is violated, it may be necessary to suspend or expel a student from regular instruction. This policy shall serve as EACS's policy and procedures for student suspension, expulsion, and involuntary withdrawal and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. EACS staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations. EACS will develop a procedure for the periodic review and amendment of this Policy and, in particular, the lists of offenses for suspension or expulsion.

EACS administration shall ensure that students and their parents/guardians² are notified in writing upon enrollment of all discipline and involuntary withdrawal policies and procedures. The notice shall state that this Policy and Procedures are available on request.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom EACS has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. EACS will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities for whom EACS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily withdrawn by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to withdrawal the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student and the student's parent/guardian of the basis for which the student is being involuntarily withdrawn and the student's parent/guardian's right to request a hearing to challenge the involuntary withdrawal. If a parent, guardian,

² The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary withdrawal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term “parent/guardian” shall include these parties.

or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include withdrawals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Procedures:

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity; or school attendance occurring at any time including, but not limited to (a) while on school grounds; (b) while going to or coming from school; (c) during the lunch period, whether on or off the school campus; (d) during, or while going to or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses.

Students may be suspended when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.

- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
 - t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

- iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

2. Non-Discretionary Suspension Offenses:

Students must be suspended and recommended for expulsion when it is determined the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses:

Students may be recommended for expulsion when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.

- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or

mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

- ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an

aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

4. Non-Discretionary Expellable Offenses:

Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Excel Board that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director or designee.

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and the student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian, at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or designee, the student and the student's parent/guardian shall be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parents/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Executive Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act ("FERPA")) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;

3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that

the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The Executive Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

M. Expelled Students/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Removal Due to Noncompliance with Independent Study Requirements

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after three (3) missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Discipline and Involuntary Withdrawal Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary withdrawal as forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary withdrawal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian³ to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the

³ Individuals in Footnote #1 are active participants in the meeting.

relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

S. Offenses for Involuntary Withdrawal

EACS has adopted a Discipline and Involuntary Withdrawal Policy. Pursuant to that policy, involuntary disenrollment may be recommended for violation of any of the following non-disciplinary school policies:

- Attendance
- Academic Integrity
- Civility
- Acceptable Use
- Satisfactory Educational Progress
- The student fails to complete all mandated school assessments.
- Failure to provide documentation and information to the school in order to record attendance in accordance with applicable laws.

- Failure to provide requested documentation for continued enrollment, such as proof of residency
- Failure to attend and respond to school communications during the first ten (10) school days.

Students with IEPs and/or 504 plans may also be subject to involuntary withdrawal described in this policy. EACS will comply with all applicable federal and state laws when a special education student is being considered for an involuntary withdrawal. The procedures for involuntary withdrawal including reengagement and the right to request a hearing prior to disenrollment are set forth in EACS's Discipline and Involuntary Withdrawal Policy.

S. Procedure for Involuntary Withdrawal

A hearing shall be held within thirty (30) school days after the student has accrued three (3) missed identified assignments to determine whether it is in the best interest of the student to remain in independent study. The Charter School may involuntarily remove the student after the Charter School follows the requirements of the Master Agreement and independent study policy regarding the best interest meeting, and only after providing notice and an opportunity for a parent, guardian, or educational rights holder to participate in the hearing as set forth herein and in Education Code Section 47605(c)(5)(J)(iii).

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the hearing.
- A statement of the specific facts, charges and violations upon which the proposed withdrawal is based.
- A copy of the Charter School's policies related to the alleged violation.
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
- The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
- The right to inspect and obtain copies of all documents to be used at the hearing.
- The opportunity to confront and question all witnesses who testify at the hearing.
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. — Education Code Section 47605(c)(5)(K)

Staff will participate in the federal social security system as required by law and will have access to their Charter School-sponsored retirement plans according to policies developed and adopted by the Board. The Board has determined; by Board action, to participate in the State Teachers' Retirement System ("STRS") and Internal Revenue Code Section 403(b)/ 457 (b) plans or equivalent with employer contribution for its eligible staff, and plans to offer an Internal Revenue Code Section 403(b) plan with an employer contribution or other comparable benefits plan in conjunction with Social Security for all other staff. The Charter School shall comply with Education Code Section 47611. Teachers and staff may also have access to other school-sponsored retirement plans according to policies developed by the Charter School's Board for Charter School employees. The Executive Director will be responsible for ensuring appropriate arrangements are made available for employee retirement coverage.

In accordance with Education Code Section 47611.3, the County shall create any reports required by STRS. At the County's request, the Charter School shall pay the County a reasonable fee for the provision of such services. EACS retains the option for the Excel board to choose to participate in STRS, Public Employees' Retirements System or Social Security depending upon employee eligibility and what the Board determines is in the best interest of the staff and the Charter School as a whole. This determination will be reflected in EACS personnel policies and employment handbook and will be presented to employees prior to their employment with the Charter School.

Excel Academy Charter School will offer eligible full time staff access to rich, competitive health and welfare plans including but not limited to: health, dental, vision, life, accidental, cancer, flexible and health savings accounts. It will be at the Executive Director's discretion along with the approval of the Board to add, change and vet new benefits year-by-year in alignment with what is best for the Charter School, its staff and the current budget.

ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for students residing within the school district who choose not to attend charter schools. – Education Code Section 47605(c)(5)(L)

No student is required to attend EACS. Students who do not attend the Charter School may attend school within their local school district of residence or pursue an inter- or intra-district transfer in accordance with existing enrollment and transfer policies of their school district or county of residence.

Parents/guardians of each student enrolled in EACS will be informed on admission forms that the student has no right to admission in a particular school of any local educational agency as a consequence of enrollment at EACS, except to the extent that such a right is offered by the local educational agency.

ELEMENT 13: EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. – Education Code Section 47605(c)(5)(M)

No public school district employee shall be required to work at the Charter School. Members of EACS staff who leave employment in the District to work at EACS shall not have any automatic rights of return to the District after employment by the Charter School, without prior consent specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Employees who were not previous employees of the District will not become employees of the District and will not have the right to employment within the District upon leaving the employment of the Charter School.

District employees cannot be required to work at EACS, nor can the District require the Charter School to hire District employees, with the exception of District employees provided to the Charter School as part of an agreement for services paid to the District by EACS under a separately negotiated agreement or memorandum of understanding.

Charter School employees are not subject to District transfers without written consent of that employee.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

ELEMENT 14: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. – Education Code Section 47605(c)(5)(N)

EACS will adopt policies and processes for aiding and resolving internal and external disputes.

Intent

The intent of this dispute resolution process is to (1) resolve disputes within the Charter School pursuant to the Charter School's policies, (2) minimize the oversight burden on the District as the Charter School's authorizer, (3) ensure a fair and timely resolution of disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

The staff and Board members of EACS and the Helendale School District agree to resolve all disputes regarding this charter pursuant to the terms of this section.

Disputes Arising From Within the School

Disputes over personnel discipline will not be covered by this dispute resolution process, and instead, will be resolved through the Charter School's personnel policies and procedures. EACS shall maintain comprehensive personnel policies and procedures, approved by the Excel Board that will be provided to each employee upon hire. These policies will set forth personnel obligations, rights, responsibilities, complaint procedures, discipline procedures, and other pertinent policies essential to preserving a safe and harmonious work environment. The Executive Director will resolve complaints and will administer any personnel discipline.

EACS shall establish and provide a Uniform Complaint Policy and Procedures and Title IX compliant policy as required by state and federal law to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs. This procedure may also be used to resolve internal disputes among parents/guardians, students, Board members, volunteers, and staff at the Charter School, and each shall be provided with a copy of the Charter School's policies and internal dispute resolution process. The District agrees to promptly refer all complaints regarding the Charter School's operations to the EACS Executive Director for resolution in accordance with the Charter School's adopted policies.

Disputes Between the Charter School and The District

In the event that Charter School and the District have disputes regarding the terms of this charter or any other issue regarding the Charter School, both parties agree to follow the process outlined below. In the event of a dispute between the Charter School and the District, both parties agree to first frame the issue in writing ("Written Notification") and refer the issue to the District Superintendent and the Charter School's Executive Director, or their respective designees. In the event the District Superintendent believes the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, EACS requests that this shall be specifically noted in the Written Notification, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with the revocation procedures in accordance with Education Code Section 47607 and its

implementing regulations.

a. **Meet and Confer:** Upon receipt of the Written Notification, the Charter School Executive Director and the District Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, no later than five (5) business days from receipt of the Written Notification. In the event that this informal meeting is unsuccessful, both parties shall identify two board members from their respective boards who shall jointly meet with the Superintendent of the District and the Executive Director of the Charter School and attempt to resolve the dispute within fifteen (15) business days from receipt of the Written Notification.

b. **Mediation:** If the dispute cannot be resolved at the informal meet and confer or the joint meeting, the parties shall schedule a mediation to resolve the matter. The parties shall mediate in good faith. The mediator shall be selected by mutual agreement of the parties. Each party shall bear its own attorneys' fees, costs, and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall be held within 60 business days of receipt of the Written Notification.

If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

ELEMENT 15: CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of student records. – Education Code Section 47605(c)(5)(O)

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

In the event the Charter School closes, EACS will promptly notify staff, parents/guardians and students of the Charter School, the District, the San Bernardino County Office of Education, the Charter School's SELPA, the retirement system in which the Charter School's employees participate, and the California Department of Education, in writing, as far in advance as possible. This notice shall include:

- The effective date of the closure;
- The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure;
- The students' school districts of residence; and
- The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School. The Charter School website will provide links to resident school district enrollment/transfer procedures if these are published online (limited to the home districts of currently enrolled students).

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents/guardians, students and the District with copies of all appropriate student records, and will otherwise assist students in transferring to their next school. EACS will maintain student records and personnel records for a term and in a manner consistent with applicable federal and state law. The Charter School will ask the District to store original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School

will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and, upon the dissolution of the nonprofit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above. The Board will allocate sufficient funding for, or otherwise determine how Charter School will fund these closure activities.

MISCELLANEOUS CHARTER PROVISIONS

1) Budgets

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Education Code Section 47605(h).

A financial plan for the Charter School, including a projected operational budget, cash flow, and financial projection for three years of operation, is attached as Exhibit E. This plan is based on the best data available to the petitioners at the time the plan was assembled.

2) Financial Reporting

Financial Systems and Processes

EACS has an internal business and fiscal department that takes care of accounting and fiscal reporting. The Charter School contracts with an accounting firm for statutory federal and state tax filing.

Financial Reports

The Charter School shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the LCAP.

The Charter will implement an attendance recording and accounting system which complies with state law and the District's requirements.

If the Charter School anticipates applying for the Charter School Revolving Loan Fund, EACS understands that it must comply with Education Code Section 41365 if it receives funds.

EACS will be a direct-funded charter school and anticipates depositing its funds in a non-speculative and federally insured bank account for use by the Charter School.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

3) Insurance

Insurance Certificates

EACS shall keep on file certificates signed by an authorized representative of the Charter School's insurance carrier. The District reserves the right to require complete certified copies of the required insurance policies. Required insurance includes Commercial General Liability, Commercial Auto Liability, Worker's Compensation, Property and Fire, and Errors and Omissions. All insurance requirements are specified in the MOU between EACS and the District.

Optional Insurance

Should EACS deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of the Charter School.

4) Administrative Services

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

The Charter School will provide or procure its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

Pursuant to California law, the District will be required to provide certain oversight duties, including monitoring Charter School and student performance data, reviewing the Charter School's financial statements and audit reports, performing annual site visits, engaging in the dispute resolution process, and considering charter amendments and renewal requests.

EACS will coordinate with the County Office of Education to report pertinent STRS payroll data. The County Office of Education may request a reasonable fee for coordinating this transfer of data. The Charter School shall maintain its own health and benefits by contracting with an insurance broker or similar third party to

enroll in appropriate health and wellness insurance plans (e.g., Kaiser, Blue Cross, Cigna, etc.).

5) Facilities

Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. – Education Code Section 47605(h).

The Charter School is operated in an independent study environment. As such, minimal facility usage is required. EACS maintains a central administrative office wherein important student and personnel records are maintained. The central office is located at 1 Technology Drive, Suite I-811 Irvine, California 92618. This location is used for administrative purposes and other similar types of activities. In addition to a central administrative office, EACS may maintain a central warehouse to facilitate the in and outbound logistics of student curriculum, technology, and supplies. Many of our programs meet either virtually or in mutually agreed upon public locations every learning period with no resource center needed. EACS shall ensure that any other resource center, meeting space, or other satellite facility established by the Charter School shall be in compliance with all applicable requirements of Education Code Section 47605.1.

6) Transportation

As an independent study program, EACS does not provide any home to school or school to home transportation services; however, EACS will ensure that students with IEPs that require such transportation services receive them. EACS may occasionally arrange for public, rented or parental transportation for field trip-type excursions and learning opportunities.

7) Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. – Education Code Section 47605(h).

EACS is operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and the California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School intends to enter into a memorandum of understanding with the District, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

The Charter School intends to maintain liability, property, and errors and omissions insurance as outlined above to protect the Charter School's assets, staff, Excel Board members, and, where appropriate, the district from unforeseen liability. Minimum insurance amounts shall be determined by recommendation of the Charter School's insurance broker for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

8) Financial Management and School Services Contracts

Financial Management

EACS's Executive Director will be responsible for overseeing the Charter School under policies adopted by the Excel Board. As described further below, the Charter School may contract with a back office provider and a student information system software for certain of its operational, administrative, and financial services.

The back office provider and student information system used shall demonstrate a track record of experience with virtual/independent study public schools, and will meet the Charter School's service needs based on mandatory state data tracking and reporting requirements.

Material Contracts

EACS may contract the following material agreements for services:

- An agreement for payroll processing services.
- An agreement for accounting and tax services.
- An agreement with an independent financial auditor that meets the certification and licensure requirements for conducting an independent financial audit of California public schools.
 - This agreement will be made upon terms and conditions that are standard for the industry and will ensure a legally compliant annual audit of EACS's finances.
- An agreement state approved curriculums, to supply EACS's online instructional program.
- An agreement with approved content and community providers to supply curriculum for school
- An agreement for a student information system with School Pathways or another high quality student information system.
- An agreement for back office services
- An agreement for an interactive online meeting space
- An agreement for Tech Support for faculty and students.

- An agreement for Website design and maintenance.
- Any other Agreement for systems or software to facilitate the operations of EACS.

GENERAL PROVISIONS OF THE PROPOSED CHARTER

Term

The term of this Charter shall be July 1, 2024 – June 30, 2031. This Charter may be renewed for one or more subsequent terms between five (5) and seven (7) years, in accordance with Education Code Sections 47607 and 47607.2, upon mutual agreement of the parties.

Revisions

Material revisions of this Charter may be made in writing with the mutual consent of the District and the Excel Board. Material revisions shall be made pursuant to the standards, criteria, and timelines set forth in Education Code Sections 47605 and 47607.

Miscellaneous

The Charter School intends to enter into a mutually agreeable MOU with the Helendale School District, which outlines further details of the relationship between the District and the Charter School. The MOU may include, but not be limited to, the following:

- Transportation and food services to be provided by the District, if any
- Services to be purchased by the Charter School from the District, and the fee schedule for such services
- Details of the oversight and monitoring relationship between the Charter School and the District
- Mutual indemnification from loss
- Cash advances to handle cash flow issues, if necessary
- Charter School's receipt of mandated cost reimbursement
- Fiscal reporting requirements to the state, either independently or through the District
- District support for the Charter School in seeking additional funding

Communication and Notices

All official communication between the Charter School and the District will be sent via first class mail or other appropriate means to the Charter School Executive Director and the Superintendent of the District.

4864-8308-7544, v.2

Coversheet

Approval of Memorandum of Understanding between Excel Academy Charter School and the Helendale Elementary School District

Section: VIII. Business/Financial Services
Item: B. Approval of Memorandum of Understanding between Excel Academy Charter School and the Helendale Elementary School District
Purpose: Vote
Submitted by:
Related Material: Excel Charter MOU 2024_Signed.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN THE
HELENDALE SCHOOL DISTRICT AND EXCEL ACADEMY CHARTER SCHOOL
Effective 7/1/2024 - 6/30/2031

The governing board of the Helendale School District ("District") granted a charter petition ("Charter") to Excel Academy Charter School ("School" or "Charter School") pursuant to the terms of the Charter Schools Act of 1992, as amended. This Charter, among other matters, calls for the District and School to enter into a mutually agreeable memorandum of understanding ("Agreement") regarding the funding entitlements of the School pursuant to the Charter Schools Act. The School and District intend to use this agreement as the basis for developing similar understandings in future fiscal years.

This Agreement shall serve to clarify the status of the School and define the responsibilities of the parties. This agreement provides for oversight, direct and indirect services to be provided by the District to School and the remuneration to be paid by School to the District. Education Code Section 47607(b) provides the procedure for a material revision of an existing charter. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the Charter shall supersede the terms of this Agreement. Both Parties agree to meet in good faith to negotiate necessary changes to align the Charter and the Agreement.

I. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

- A. Outline specific funding sources anticipated to be available to the School.
- B. Define the oversight responsibility and services the District will provide to the School.
- C. Clarify responsibilities of each party.

II. TERM

- A. This Agreement is valid for the term of the Charter granted to Excel Academy Charter School, from July 1, 2024 through June 30, 2031. It may be modified or terminated with the written mutual consent of the governing bodies of the District and School.
- B. This Agreement is automatically terminated if the School's charter is revoked or non-renewed in compliance with Education Code Section 47604.5 or 47607, or rescinded by the Charter School.

III. CHARTER SCHOOL AUTHORITY

- A. The School, in performing its duties and obligations under this Agreement and its Charter, shall have the power and authority, consistent with federal and state law and subject to other terms and conditions of this Agreement to, among other powers and authorities:
 - 1. Contract for goods and services with the District and/or any third party.
 - 2. Prepare a budget.
 - 3. Perform the personnel services not otherwise assumed by the District as outlined herein.
 - 4. Procure insurance.
 - 5. Lease or otherwise contract with any third party for the use of facilities for school purposes and the operation and maintenance thereof; Purchase, lease or rent furniture, equipment and supplies.
 - 6. Accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Agreement.
 - 7. Perform the business administration of the School;

8. Establish and conduct an educational program and curriculum for the School as provided in the School's charter.
9. Conduct extra and co-curricular activities and programs;
10. Conduct professional development for all administrators, instructional personnel, and non-instructional personnel.
11. Select and acquire instructional materials, equipment and supplies.
12. Exercise such other powers as are provided for elsewhere in this Agreement to the extent consistent with this Agreement.
13. Generally, take such other actions as may be necessary or desirable to properly and efficiently operate the School.
14. Engage in any activity not prohibited by applicable law or the terms of its Charter.

IV. ORGANIZATIONAL STRUCTURE

- A. The School shall be governed by an incorporated non-profit public benefit corporation ("Corporation") with the opportunity to contract for specific services and operational support from the District, public or private organizations and/or management companies. The administrator of the School shall conduct the day-to-day operations of the School by the power delegated to him/her by the School's governing board. All powers, rights and obligations not otherwise reserved herein to the District are hereby delegated to the School consistent with its Charter, any policies and procedures, this Agreement, and all applicable laws. The School should be allowed to carry on any activity in order to effectuate its goal of educating students that is not inconsistent with an express provision of its Charter or applicable law.
- B. In accordance with applicable California laws and the Act, the Corporation shall designate and maintain a Corporate Board of Directors and Corporate Officers with three to five members. Directors of the School shall be selected and appointed in accordance with the corporate bylaws of the School. The District shall have the authority to appoint one board member.
- C. The School recognizes its responsibility to promote public access to its deliberation and documents. Therefore, the School Board of Directors will comply with the Ralph M. Brown Act (Gov. Code §§ 54950, et seq.) and all other statutes specifically applicable to charter schools operated as nonprofit corporations.
- D. All employees of the Charter will be employees of Excel Academy Charter School and not employees of the District. The Charter School Board of Directors shall adopt and the administrator shall implement Employment Agreements, Personnel Reviews and other policies and procedures to further the Charter School's goals as outlined in the Charter.
- E. The Charter School shall be solely responsible for all costs and expenses related to the Charter and its operation, including but not limited to, costs of insurance, reserves, staff and operations.
- F. The Charter School shall have no authority to enter contracts for or on behalf of the District. Unless otherwise agreed to by the parties or provided by law, any contracts, purchase orders, or other documents shall be the Charter School's sole responsibility.

V. Funding

- A. As established by Education Code Section 47630 *et seq.*, the Charter School shall receive funding under the charter school funding model as follows:

1. General purpose entitlement computed by the local control funding formula pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
2. General-purpose funding that consists of state aid, local property taxes, and other revenues applied toward a school district's local control funding formula, pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
3. Lottery funds, pursuant to Education Code Section 47638.
4. A variety of state and federal application based programs, as well as various grant opportunities. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding that is beyond the basic statutory entitlement.
5. Any additional funds negotiated between the District and the Charter School in accordance with Education Code Section 47636.
 - a) In addition to LCFF, the parties recognize the authority of the Charter School to pursue additional sources of funding.
 - b) The Charter School has elected to receive funding from the State directly, pursuant to Education Code Section 47651.
 - c) The District shall transfer funding in lieu of property taxes to the Charter School in monthly installments by no later than the fifteenth of each month in accordance with Education Code Section 47635.
 - d) The School may apply for and receive loans from the District, and/or public or private agencies independently from the District. The District shall not be liable for the repayment of any principal, interest, penalties or legal cost associated with such loans.
 - e) Banking Arrangements: The Charter School shall maintain an account at a federally insured commercial bank or credit union. The Charter School will deposit all funds received as soon as practical upon receipt.
 - f) Payroll Service: The Charter School may contract with any reputable, bonded, and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions.

VI. BOND FUNDS

- A. The Charter School expressly waives any right to share in general obligation or construction bonds that have been or may be passed by the voters of the Helendale School District.

VII. LEGAL RELATIONSHIP

- A. The Parties recognize that the Charter School is a separate legal entity. The Charter School shall be operated by a non-profit public benefit corporation under Education Code Section 47604. As such, in accordance with Education Code Section 47604(d), if the District complies with all oversight responsibilities required by law, the District shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School.
- B. With respect to its operations under this Agreement, the District and the Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend each other, their officers, their trustees, directors, and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs arising under

this Agreement including, without limitation, attorneys' fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with, or attributable to their willful misconduct, negligent acts, errors or omissions of their directors, trustees, officers, employees, agents and consultants under this Agreement. The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.

VIII. DISTRICT OVERSIGHT

- A. In consideration for the actual costs of supervisory oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisory oversight" for purposes of this section shall include those duties listed in Education Code section 47604.32(a), only. "Revenue" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

"Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School. Payment by the Charter School shall be made in accordance with the provisions of Paragraph XVI below. These costs are in addition to, and not in lieu of, other costs set forth herein.

- B. Charter School and the District agree that "supervisory oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:
1. All activities related to the Charter revocation and renewal and processes as described in Education Code Section 47607.
 2. Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
 3. Participate in the dispute resolution process described in the Charter. Charter School is aware that the District's discretion to revoke a charter is not proscribed as a requirement to participate in the Dispute Resolution Process.
 4. Review and timely response to the Charter School's Annual Independent Fiscal Audit.
 5. Select a representative to act as a liaison to the charter school.
 6. Visit the Charter School at least annually.
 7. Monitor the fiscal condition of the Charter School.
 8. Provide timely notification to the California Department of Education if any of the following circumstances occur:
 - a. A renewal of the charter is granted or denied.
 - b. The charter is revoked.
 - c. The Charter School will cease operation for any reason.

IX. SERVICES

- A. In addition to the supervisory oversight responsibilities and the one percent (1%) oversight fee described in Paragraph VIII (A) above, the District shall collaborate with the Charter School

about services annually and shall be compensated by the Charter School as more fully set forth below.

1. Provide substantially rent-free use of the District's facilities throughout the school year which include office and meeting spaces, classrooms, computer technology, science labs, sport facilities, which shall be subject to the Parties entering into facilities agreement setting forth the terms, conditions, and obligations of the Parties as related to such use.
 2. Access to District instructional materials and other resources throughout the school year to support social-emotional wellness, and interventions to keep students on track for promotion.
 3. Provide staff development and training relative to online curriculum options.
 4. Provide District testing services, including access to testing locations at District facilities.
 5. Provide technical support for attendance accounting and student information data management.
 6. Provide consulting, planning and staff development (for services beyond the scope of Supervisorial Oversight.
- B. As consideration for the additional services provided by the District to the Charter School, the District shall charge the Charter School an amount equal to two percent (2%) of the revenue of the Charter School (as the term "revenue" is defined in Education Code section 47613(f)). Payment by the Charter School shall be made in accordance with the provisions of Paragraph XVI below.

X. SPECIAL EDUCATION SERVICES

- A. It is understood that this agreement covers only the delivery of special education services under the Individuals with Disabilities Education Act (IDEA) and implementing California laws and regulations. This Agreement does not cover services or accommodations required under Section 504 of the Rehabilitation Act or under the Americans with Disabilities Act. The School agrees to assume responsibility for compliance with Section 504 and ADA.
- B. The School is responsible for compliance with the IDEA. As an LEA, the School receives special education funds in the manner specified in the allocation plan of the SELPA.

XI. DATA REPORTING

- A. Average Daily Attendance. The School will develop an attendance-reporting calendar and maintain a system to record and account for ADA in the manner above specified. The School will report ADA figures to the District for annual reporting and when requested and the district will be given data after the completion of the most current learning period.
- B. California Basic Educational Data System (Enrollment). The School shall complete and submit enrollment and other necessary demographic information to the California Basic Educational Data System (CBEDS).
- C. Other Data. The District and School shall work cooperatively to supply any other information necessary to enable the School and District to calculate entitlement to all available funding sources.
- D. State Testing. The School shall submit as required all data related to the mandated State testing programs.

XII. BUDGET AND FINANCE

- A. The School shall prepare and submit the following financial information to the District and County Superintendent of Schools:
 1. On or before July 1, a preliminary budget. On or before July 1, 2020, and annually thereafter, an annual update (Local Control and Accountability Plan) required pursuant to Education Code Section 47606.5.
 2. On or before December 15, an interim financial report this report shall reflect changes through October 31.
 3. On or before March 15, a second interim financial report, this report shall reflect changes through January 31.
 4. On or before September 15, a final unaudited report for the full prior year. Written contemporaneous records that document all revenues received by
 - a. The School, from all sources.
 - b. The District shall provide all necessary backup data in its possession.
 - c. The School shall promptly respond to all reasonable inquiries regarding its financial records (Education Code Section 47604.3).

XIII. AUDIT

- A. The School will contract and pay for an independent annual audit of the School's financial affairs. The audit will verify the accuracy of School's financial statements, reporting practices and amounts paid to the District. The audit will be conducted in accordance with generally accepted accounting principles and in compliance with the audit provisions of the Charter.
- B. The Charter School Board of Directors will review any audit exceptions or deficiencies and determine the means for resolving any such exceptions or deficiencies. Audit exceptions must be resolved to the satisfaction of the District governing board and in accordance with the procedures detailed in the Charter and Education Code Section 47605(c)(5)(I).

XIV. INSURANCE AND RISK MANAGEMENT

- A. The Charter School will, at its own expense, provide and maintain insurance policies for the operation of the Charter School, including but not limited to general liability, property, and errors and omission policies.
- B. The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.
- C. The Charter School shall provide the District with certificates of insurance upon request by the District.

XV. MATERIAL REVISION OF THE CHARTER

- A. Any Material Revision, as this term is defined below, to the Charter may be made only with District's approval. The Charter School may submit to District any proposed Material Revision to the Charter in accordance with District's policies and procedures that are in effect at the time of the submission.
- B. Material Revision Defined. Changes to the Charter that constitute a Material Revision include, but are not limited to, the following (each referred to as a "Material Revision" and collectively referred to as "Material Revisions"):

1. Change in the legal status (i.e. changing from a nonprofit public benefit corporation to a non-incorporated entity), or ownership of the Charter School.
2. Substantive change to Charter School's mission statement.
3. Elimination of any grade levels that Charter School is required to serve or expansion to serve any grade levels that are not in accordance with the Charter.
4. Change in Charter School's calendar affecting the number of days of instruction that Charter School is required to provide pursuant to the Charter and state law.
5. Change in Charter School's admission preferences from those set forth in the Charter.
6. Substantive change to Charter School's educational program (e.g., moving from nonclassroom-based to classroom based except as required by law or upon written approval by District).

C. Non-Material Revision. A Non-Material Revision, as this term is defined in this Section, may be made effective by Charter School through written notification to the District. A "Non Material Revision" includes, but is not limited to, the following:

1. Change to Charter School's mailing address, telephone, and/or facsimile number.
2. Change of the individual who serves as a Party's Authorized Representative.
3. Amendment to the bylaws of Charter School (where Charter School is operated as a public nonprofit benefit corporation) provided that the amendment is consistent with existing policies.
4. Non-substantive change to Charter School's educational program in terms of either content or methodology as required by law or upon written approval by the District.
5. Addition, deletion, or relocation of existing resource centers; (However, The Charter School will inform/notify the District Superintendent (or designee) in writing before opening a new learning center or student facility.
6. Change of management or structure of the Board, including the composition of the Board (e.g., the addition or reduction of board members to the range included in the corporate Bylaws)
7. Any necessary changes that need to be made in order to stay in compliance with laws passed after the signing of this contract.

XVI. Payment Schedule

- A. In accordance with the provision of Education Code Section 47635, the District shall provide the Charter School it's in lieu of property tax funding. The District shall annually transfer to each of its charter schools funding in-lieu of property taxes equal to the greater of the following two amounts:
1. The average amount of property taxes per unit of average daily attendance, including average daily attendance attributable to charter schools, received by the local educational agency, multiplied by the charter school's average daily attendance.
 2. The statewide average general-purpose funding per unit of average daily attendance received by school districts, as determined by the State Department of Education, multiplied by the charter school's average daily attendance in each of the four corresponding grade level ranges:

transitional kindergarten, kindergarten, and grades 1, 2, and 3; grades 4, 5, and 6; grades 7 and 8; and grades 9 to 12, inclusive.

- B. In accordance with the provision of Education Code Section 47635, the sponsoring local educational agency shall transfer funding in lieu of property taxes to the charter school in monthly installments, by no later than the 15th of each month.

XVII. MISCELLANEOUS

- A. Amendments, Modification and Supplements. Amendments, modifications, and supplements to this Agreement are allowed and will be binding on the parties after the effective date provided such amendments, modification and supplements (1) are in writing, signed by an authorized representatives of both parties, and (2) by reference incorporate this Agreement and identify the specific sections or clauses contained herein which are amended, modified and supplemented or indicate that the material is new. The term, "this Agreement" shall be deemed to include any future amendments, modifications and supplements.
- B. Assignment. Neither party may assign or delegate its obligations under this Agreement without the prior written consent of the other.
- C. Attorney's Fees. In the event any party to the Agreement shall be required to initiate legal proceedings (i) to interpret or to enforce performance of any term or condition of their Agreement; (ii) to enjoin any action prohibited hereunder; or (iii) to gain any other form of relief whatsoever, the prevailing party shall be entitled to recover such sums, in addition to any other damages or compensation received, as will reimburse the prevailing party for reasonable attorneys' fees and court costs incurred on account thereof notwithstanding the nature of the claim or cause of action asserted by the prevailing party.
- D. Compliance with Laws and Regulations. The parties shall comply with all federal, state and local laws and regulations applicable to their performance as described in this Agreement.
- E. Consent. Where consent, approval or mutual agreement is required of a party, it shall not be unreasonably withheld or delayed.
- F. Default. If either party refuses or fails in any material respect properly to perform its obligations under this Agreement, or violates any of the material terms or conditions of the Agreement, such refusal, failure or violation shall constitute default. In such an event, the non-defaulting party may so notify the other party in writing of the default and allow that party a period of thirty (30) calendar days to cure such default. If the defaulting party does not cure such default within said thirty (30) calendar days; the non-defaulting party shall have the right to terminate this Agreement upon written notice to the other party. Termination of this Agreement shall not equate to revocation of the charter which may only be accomplished in accordance with Education Code Section 47607 and its implementing regulations. Notwithstanding rights provided through this clause, all service fees for current month and previously certified student attendance shall still be due and payable per the terms of this agreement. If such default is for failure of the District to pay service fees that have already been transferred to the District from State or other granting

entity, then the District shall only be granted a period of ten (10) working days to cure such default.

- G. Charter Revocation. Should either the California State Board of Education, San Bernardino County Office of Education or the District revoke the Charter managed under this agreement, this Agreement shall be canceled. All remaining ongoing financial obligations of the Parties shall remain in effect beyond revocation of the Charter until those obligations are fulfilled.
- H. Entire Agreement. Except for written amendments, supplements or modifications made after the execution of this Agreement, this Agreement and its attachments represent the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior renegotiations, representations and agreements, either oral or written.
- I. Forces Outside the Control of the Parties (Force Majeure). In the event performance of this Agreement, or any obligations hereunder, is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment from vendors, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention restriction, or interference (and the other party shall be excused from such performance on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the party so affected shall use its best reasonable efforts to avoid and remove such cause of nonperformance and both parties shall proceed whenever such causes are removed or cease.
- J. Severability. If any provision or any part of this agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected and shall remain valid and fully enforceable.
- K. Governing Law. This Agreement shall be governed by and interpreted or construed in accordance with the laws of the State of California, County of San Bernardino.
- L. Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to define or limit the scope, extend or intents of this Agreement or any of the provisions hereof.
- M. Taxes and Assessments. Each party shall be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, worker's compensation, disability insurance, and federal and state withholding.
- N. Insolvency. Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes an assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.
- O. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.
- P. Notifications. All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows.

To the District at: Helendale School District 5350 Riverview Road Helendale, CA 92342	To the Charter at: Excel Academy Charter School 1 Technology Drive, Ste I-811 Irvine, CA 92805
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IN WITNESS WHEREOF, the parties agree to execute this Agreement.

Helendale School District

By: *Pené Palmer* Date: 6/28/24

Excel Academy Charter School

DocuSigned by:

Heidi Masca

7/17/2024 | 12:56 PM PDT

By: 3110C68C22BD4F9 Date: _____

Coversheet

Approval of the Updated 2024-2025 Local Performance Indicator Self-Reflection Reports for Excel Academy Charter Schools

Section: IX. Education/Student Services
Item: A. Approval of the Updated 2024-2025 Local Performance Indicator Self-Reflection Reports for Excel Academy Charter Schools
Purpose: Vote
Submitted by:
Related Material:
2024_Local_Indicator_Self-Reflection_of_2023-24_Indicators_Excel_Academy_Charter_School_-_Warner_20240724 - UPDATED 7-2024.pdf
2024_Local_Indicator_Self-Reflection_of_2023-24_Indicators_Excel_Academy_Charter_School_-_Helendale_20240724 - UPDATED 7-2024.pdf

BACKGROUND:

The CDE updated the LEA's Teacher Assignment Monitoring and Outcome data through DataQuest well after LEAs gained board approval of the local indicators and LCAP. The CDE has advised all LEAs to share the updated data at the first board meeting. Please review the documents with the updated data on page 4.

The Local Indicators were submitted on 7/24/2024.



2024-25 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Excel Academy Charter School - Warner	Heidi Gasca Executive Director	hgasca@excelacademy.education (949) 412-3122

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2022-2023	58.5	75.4%	22.7%	0.0%	0.0%	1.2%	0.0%	0.6%

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Excel Academy Charter School (EACS) delivers a high-quality model of education rooted in personalized learning, flexible schedules, and proven multi-tiered systems of support for all TK-12 grade students. EACS offers students various equity based curriculum options that are vetted for standards alignment and a high level of rigor. Teachers, students, and parents consistently collaborate to properly pace and design an instructional program to successfully work through grade-level Common Core State Standards with pre-approved curriculum options. EACS gathers baseline data from internal assessments, such as the i-Ready benchmark diagnostic assessments in English language arts (ELA) and mathematics, the English Language Proficiency Assessments for California (ELPAC), and the California Assessment of Student Performance and Progress (CAASPP) results. The goal of EACS is to increase the percentage of students who are meeting or exceeding standards in both ELA and math by 2% each year. All assessment results are regularly presented to the local governing board, to educational partners, and through the California School Dashboard. EACS has established baseline data of college and career readiness and strives to increase this by 2% annually. EACS aims for students to complete all standards in ELA, math, science, social studies, visual and performing arts, physical education, health, and world languages while working to be creative and complex thinkers, effective communicators, community and global participants, and empowered, independent learners.

Mission Statement -

Excel Academy Charter School 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.

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science					5

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science					5

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science					5

Other Adopted Academic Standards

4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education					5	
Health Education Content Standards					5	
Physical Education Model Content Standards					5	
Visual and Performing Arts					5	
World Language					5	

Support for Teachers and Administrators

5. Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					5
Identifying the professional learning needs of individual teachers					5
Providing support for teachers on the standards they have not yet mastered					5

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

All English Learner (EL) students complete assigned targeted ELD curriculum and virtual live instruction that is taught by a Crosscultural, Language, and Academic Development (CLAD) credentialed educator. EL students receive both asynchronous instruction through online programs and synchronous, small group designated instruction. For asynchronous work, EL students in grades K-3 utilize Imagine Language and Literacy, and students in grades 4-12 complete lessons through English 3D with support from their EL teacher. In addition to the assigned ELD online curriculum and designated instruction, Long-Term English Learners (LTELs) receive individualized intervention through the Student Success Team (SST) to gain English proficiency.

ETL science courses are offered to students in grades 7-8. Students will be using the Bright Thinker curriculum along with integrated NGSS standards and personalized lab kits that will provide students a hands-on opportunity to generate problem solving and answer scientific questions. Students in grades 9-12 also participate in ETL courses using Bright Thinker curriculum (i.e. biology, chemistry, and physics).

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education’s (CDE’s) Family Engagement Toolkit: ¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	5
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	5
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	5
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	5

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Excel Academy Charter School (EACS) believes in fostering strong educational partnerships between the school, parents, students, and all educational partners through continued communication, collaboration, and transparency. EACS values educational partner input to reflect on the school's overall progress, successes, continuous improvement, and to identify and establish the next steps to drive instruction, school-wide goals, and student learner outcomes. Building strong connections with students and parents leads to increased student engagement, learning, and achievement. The dedication of the EACS staff has ensured consistent and valued communication between all educational partners. The number one priority of EACS is the success of all students academically, socially, and emotionally. Through our systems in place, all students' individual needs are addressed and supported as each student is encouraged and guided to meet or exceed grade level expectations. Based on the input survey results, parents and students agree that EACS is dedicated to providing an education that denotes excellence.

Overall Satisfaction Report: Based on 351 parent/guardian responses:

98.6% of survey respondents agree that the school has supported students attaining their academic goals. (3% increase from 2023)

98.3% of survey respondents overall agree that the school provides input opportunities for parents/guardians to participate in the school and their child's education. (2% increase from 2023)

98.6% of survey respondents agree that students have access to rigorous curriculum and resources that allow them to access and master grade level standards in the core content areas. (0.2% increase from 2023)

99.4% of survey respondents agree that EACS clearly communicates academic expectations and encourages academic excellence in all forms of communication. (2% increase from 2023)

Overall Satisfaction Report: Based on 123 student responses (grades 6-12)

96.7% of survey respondents agree that their teacher cares about their education and is committed to helping them succeed.

95.1% of survey respondents agree that the curriculum provides challenging grade level instruction and assessments of their academic progress, and students feel safe and welcome to discuss their progress with their teachers.

95.1% of survey respondents agree that EACS does a great job communicating with students.

Meaning: Overall high satisfaction rate with the school program.

Use: EACS will maintain focus on student progress and success through transparency, consistent communication and collaboration with educational partners, and by providing resources, support, and opportunities for all students to continue to grow as lifelong learners. EACS will survey educational partners for feedback and analyze the areas that can be maintained and improved upon.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

Based on the analysis of the positive educational partner feedback and collected data, EACS will continue to implement the proven successful communicative practices in place to keep educational partners informed and connected to student education. EACS is driven to staying on top of the latest trends in education and communication platforms to provide a consistent, open line of communication with all educational partners. EACS is always focused on building participation at SSC, ELAC, and PAC meetings which will remain an area of improvement.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

EACS is committed to encouraging parental participation and involvement by providing flexible, personalized learning through a customized course of study that will educate, motivate, and instill a love of learning in each individual student. Parents are provided with training and learning opportunities, in addition to workshops on a variety of topics, for example, EL progress and the reclassification process, parent portal resources, webinars, curriculum menus, Parent Summit informational, Parent Power-Up education events, Back to School events, and teacher/parent training. Teachers and parents work closely to foster a positive relationship that maintains high expectations and promotes academic excellence for all students creating the next generation of leaders. Parents are informed of all communication tools that are available to provide them direct access to their teachers, staff, resources, and all school related meetings. All school related notifications, meeting agendas and minutes, approved policies, informational meetings, and community events are readily made available through Beehively (main platform for communication) and the EACS website and handbook. The LEA's Title 1 Coordinator, Intervention Coordinator, and school counselors actively continue to reach out to homeless and foster youth, and students needing academic and social emotional support. Parents/guardians are informed well in advance and encouraged to attend all quarterly SSC, ELAC, and PAC meetings. The minutes, agendas, and recordings are posted on the EACS website. EACS is working to find ways to enhance and encourage more parent/guardian participation in SSC, ELAC, and PAC meetings. EACS is moving in the direction of providing parents/guardians and students opportunities to promote and shed light on multicultural awareness by focusing on heritage, customs, and traditions through discussions and presentations that will inspire greater attendance.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	5
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	5
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	5
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	5

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

EACS' commitment to encouraging parental involvement, by developing a trusting and respectful relationship between the school staff and families, is important to building and sustaining positive relationships. EACS develops a strong school-home partnership through the use of communication tools that provide parents with access to the student's teacher, current information about the school, access to students' academic information through a parent portal, opportunities to participate and provide input in teacher-parent/student meetings, parent meetings, and governing board meetings. All applicable notifications are posted on the school website and in the parent handbook. A part of the role of the counselor includes communicating with educational partners about their legal rights. Our Intervention Coordinator shares Title I and Title III related parent rights, applicable policies, and encourages education partnership participation. In conformity with Senate Bill 1375, the school posts information on the school website identifying the school's Title IX/Uniform Complaint Procedure Coordinator, the rights of students and the responsibilities of schools, and a description of how to file a complaint. The school website and the parent/student handbooks contain information about the Annual Notice of Uniform Complaint Procedures. The Notice of Procedural Safeguards is provided to parents of students with an IEP on an annual basis. The notice is provided electronically by email in English or Spanish and is also offered to parents at every IEP meeting. If the parent is a non-native English speaker, a translator is present to provide translation of the document. Parents/guardians have the opportunity to communicate with their students' teachers on a regular basis and are encouraged to reach out through email and by phone to set-up meetings

- Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

Based on the analysis of educational partner input, EACS will continue to focus on partnership and student outcome improvement by offering additional parent education opportunities both in person and virtual, annual surveys, and SSC, ELAC, and PAC meetings.

- Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

EACS' LCAP Goal 3 focuses specifically on establishing connections and partnerships with our families and the surrounding community to increase engagement, involvement, and ensure safety and satisfaction to support student learning and achievement for all students including English Learners (EL), other unduplicated student groups, and students with disabilities (SWDs). Effective and meaningful transparent communication will provide all educational partners opportunities for input in decision making for policy and program improvement. The teacher-parent-student relationship is at the core of student success. EACS will provide students with equity based instruction and the necessary individualized resources, interventions, and support that is critical for growth and progress while keeping parents/guardians informed and involved.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	5
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	5
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	5
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	5

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

Educational Partner Input data:
 2020-21: 66 Educational Partner Input Survey Participants
 2021-22: 220 Educational Partner Input Survey Participants
 2022-23: 304 Educational Partner Input Survey Participants
 2023-24: 351 Educational Partner Input Survey Participants

EACS is focused on providing effective and meaningful communication that will provide all educational partners opportunities for input in decision making that concerns the equity based education and instruction of all students, as well as the quality of the school program. Communication about opportunities to provide input is provided through social media platforms, including Beehively, as well as during SSC, ELAC, and PAC meetings. There were 351 participants in the LCAP Parent/Guardian Input Survey and 123 participants in the LCAP Student Input Survey which

was a positive increase in survey respondents from the previous school year. EACS shared the survey results with educational partners during the ELAC and SSC meetings and in the monthly newsletters.

Meaning: There has been an increase of survey participants due to the ongoing efforts of the increase communication to educational partners to participate in providing survey input.

Use: EACS will continue to monitor the level of educational partner participation in input opportunities and continue to research strategies to encourage participation

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

EACS annually measures growth and progress by seeking input and feedback from all educational partners through annual surveys, teacher/student/parent meetings, board meetings, and through program participation in SSC, ELAC, and PAC meetings. EACS reports the collected results to all educational partners in order to promote transparency and collaboration. Empowering educational partners to provide input and feedback, and participate in decision making, ultimately creates a positive environment where staff, parents/guardians, students, and members of the community and governing board have the opportunity for their voices to be shared and heard. EACS will continue to discuss best practices and train staff on effective strategies for family communication and outreach that ultimately centers around the need for inclusion, building trust, and collaboration. The ultimate goal is for EACS staff to work alongside educational partners in a manner that leads to a positive and successful school environment where students thrive and become lifelong learners.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

Although the survey results did not indicate or reveal less engagement from underrepresented families, communication remains a top priority by focusing on strengthening collaboration and participation of all families by providing meaningful in-person and virtual support, guidance, and resources. Through multiple measures of communication, in order to seek input for decision making, EACS will reach out to all parents/guardians with consistent reminders of upcoming events and meetings to attend. All parents/guardians will be notified in a timely manner if there are concerns regarding student social and academic achievement.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

Students in grades 6-12

98% of survey respondents agree that their teacher is available to speak with them when they need guidance.
 95% of survey respondents agree that the curriculum provides challenging grade level instruction and assessment of their academic progress.
 93.5% of survey respondents agree that the curriculum and instruction are engaging and they are able to complete the coursework on time.
 96.7% of survey respondents agree that their teacher cares about their education and is committed to helping them succeed.
 95.9% of survey respondents feel safe and welcome to meet with their teacher to discuss their progress.
 96.7% of survey respondents feel overall satisfaction with Excel Academy Charter School.
 95.1% of survey respondents feel the school does a good job communicating through all forms of communication.
 94.3% of survey respondents know that they have someone at school who they can talk to (teacher or counselor).

Testimonials

"My learning goals are met."
 "Excel already is helping me learn better and I feel as if my learning goals are already fulfilled."

Elementary SEL Survey - Grades TK - 6

83% of survey respondents feel they have an adult to talk to when they are upset (fearful, angry, or sad).
 100% of survey respondents believe they have a trusted adult who will help them in any circumstance.
 100% of survey respondents believe their students have 1 or 2 people who they consider to be friends.
 100% of survey respondents believe their students have an adult to talk to when they are upset (fearful, angry, or sad).
 76% of survey respondents are aware of Social Emotional Learning (SEL) groups provided by Excel Academy.

Testimonials:

"We love the social emotional classes on Wednesdays."

Students in grades K - 12 Intervention Feedback

100% of survey respondents agree that their teacher communicates positively and professionally with students and parents.
 95% of survey respondents agree that they feel a sense of belonging and part of the classroom community.
 93% of survey respondents feel the class helped them grow academically.

Testimonials:

"I appreciate the level of communication teachers maintain with parents and their efforts to engage students."
 "The teacher communicates with parents often. My student loves class and is very engaged in it."
 "This helped him improve significantly."

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

MEANING: The survey results are shared with educational partners to address trends in the input during the ELAC, SSC, and all staff meetings. There was no input that directly affected the LCAP goals and actions. The most consistent trend we found was praise for EACS and appreciation for all of the resources provided to families.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

USE: EACS takes pride in focusing on continuous improvement by analyzing current curriculum options, internal assessments, and educational partner feedback to ensure students are being provided the best education that serves their individual needs.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

EACS offers students across all grade levels innovative personalized programs and pathways that offer a broad course of study, flexibility, and independent learning developed from data analysis of assessment and academic portfolios built on integrity, accountability and compliance. With the support and guidance of a credentialed teacher, students build a customized learning plan based on individual educational goals. All 8th-12th students meet with their assigned High School Counselor yearly to review graduation progress, select courses that will ensure they meet their academic goals, and create a detailed in depth Course of Study that indicates specifically the courses the student will be studying and the vetted curriculum they will be using. A pacing guide for each assigned subject is then created by the teacher who will monitor the completion of the assignments and assessments outlined. All students have access to core subject courses, CTE and elective courses, the opportunity to take advanced high school courses (Honors and AP), credit recovery, and can participate in concurrent enrollment. Students in grades 7-12 are offered live, weekly hybrid courses in all core subjects. The High School Counselor and High School Principal initiate a general education meeting to follow each eighth grade end-of-year IEP to ensure that the students have a four year plan in place for high school. Any SPED curricular questions are addressed with the Case Managers who implement IEP goals.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

All students have access to a broad course of study, internal and state assessments, and oversight from credentialed educators due to EACS' personalized learning model. Students who are receiving interventions have access to additional academic resources and tutoring. The EACS High School Counselor and teacher work together to plan the approved courses and develop four year high school plans. The High School Principal and School Counselor monitor student enrollment in the approved courses and work with the student and parents to create a plan based on student interests, goals, and grade-level expectations. When deemed appropriate and based on internal and state assessment results, the Intervention Coordinator works in conjunction with the Special Education Team, High School Counselor, teacher, and Administrative Team to ensure that the student has proper resources and interventions in place to strengthen skills and close any learning gaps. EACS tracks students' volunteer and work-

based hours through remote learning opportunities for the completer courses. EACS currently offers three CTE pathways: Business Marketing, Digital Media and Photography, and Patient Care. As a result of the collaboration, guidance, and support in place, EACS continues to see great success which is reflected in our high graduate rate and an increased number of students moving on to community colleges, four year colleges, and trade schools.

- Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

Since EACS does not have a physical location, providing students with hands-on experience in CTE Capstone courses can be a challenge. However, we have overcome that barrier by encouraging dual enrollment in community colleges where the resources for hands-on instruction and training are readily available.

- In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

To ensure access to a broad course of study and equity based instruction for all students, EACS has replaced Imagine Language and Literacy with Lexia English for EL students in order to have stronger support aligned with ELPAC score report levels and the ELD Framework. EACS has also added NoRedInk (premium) to enhance instructional writing and grammar support, added DreamBox Math as a targeted intervention, refined curriculum menu options for students across all grade levels, and added an additional secondary math intervention course.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

- Rating Scale (lowest to highest):
- 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district					

Coordinating Instruction	1	2	3	4	5
pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					

Coordinating Services	1	2	3	4	5
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					

Coordinating Services	1	2	3	4	5
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					



2024-25 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
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Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2022-2023	52.2	74.6%	24.4%	0.0%	0.0%	0.1%	0.0%	1.0%

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Excel Academy Charter School (EACS) delivers a high-quality model of education rooted in personalized learning, flexible schedules, and proven multi-tiered systems of support for all TK-12 grade students. EACS offers students various equity based curriculum options that are vetted for standards alignment and a high level of rigor. Teachers, students, and parents consistently collaborate to properly pace and design an instructional program to successfully work through grade-level Common Core State Standards with pre-approved curriculum options. EACS gathers baseline data from internal assessments, such as the i-Ready benchmark diagnostic assessments in English language arts (ELA) and mathematics, the English Language Proficiency Assessments for California (ELPAC), and the California Assessment of Student Performance and Progress (CAASPP) results. The goal of EACS is to increase the percentage of students who are meeting or exceeding standards in both ELA and math by 2% each year. All assessment results are regularly presented to the local governing board, to educational partners, and through the California School Dashboard. EACS has established baseline data of college and career readiness and strives to increase this by 2% annually. EACS aims for students to complete all standards in ELA, math, science, social studies, visual and performing arts, physical education, health, and world languages while working to be creative and complex thinkers, effective communicators, community and global participants, and empowered, independent learners.

Mission Statement -

Excel Academy Charter School 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.

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science					5

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science					5

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science					5

Other Adopted Academic Standards

4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education					5	
Health Education Content Standards					5	
Physical Education Model Content Standards					5	
Visual and Performing Arts					5	
World Language					5	

Support for Teachers and Administrators

5. Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					5
Identifying the professional learning needs of individual teachers					5
Providing support for teachers on the standards they have not yet mastered					5

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

All English Learner (EL) students complete assigned targeted ELD curriculum and virtual live instruction that is taught by a Crosscultural, Language, and Academic Development (CLAD) credentialed educator. EL students receive both asynchronous instruction through online programs and synchronous, small group designated instruction. For asynchronous work, EL students in grades K-3 utilize Imagine Language and Literacy, and students in grades 4-12 complete lessons through English 3D with support from their EL teacher. In addition to the assigned ELD online curriculum and designated instruction, Long-Term English Learners (LTELs) receive individualized intervention through the Student Success Team (SST) to gain English proficiency.

ETL science courses are offered to students in grades 7-8. Students will be using the Bright Thinker curriculum along with integrated NGSS standards and personalized lab kits that will provide students a hands-on opportunity to generate problem solving and answer scientific questions. Students in grades 9-12 also participate in ETL courses using Bright Thinker curriculum (i.e. biology, chemistry, and physics).

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education’s (CDE’s) Family Engagement Toolkit: ¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	5
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	5
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	5
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	5

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Excel Academy Charter School (EACS) believes in fostering strong educational partnerships between the school, parents, students, and all educational partners through continued communication, collaboration, and transparency. EACS values educational partner input to reflect on the school's overall progress, successes, continuous improvement, and to identify and establish the next steps to drive instruction, school-wide goals, and student learner outcomes. Building strong connections with students and parents leads to increased student engagement, learning, and achievement. The dedication of the EACS staff has ensured consistent and valued communication between all educational partners. The number one priority of EACS is the success of all students academically, socially, and emotionally. Through our systems in place, all students' individual needs are addressed and supported as each student is encouraged and guided to meet or exceed grade level expectations. Based on the input survey results, parents and students agree that EACS is dedicated to providing an education that denotes excellence.

Overall Satisfaction Report: Based on 351 parent/guardian responses:

98.6% of survey respondents agree that the school has supported students attaining their academic goals. (3% increase from 2023)

98.3% of survey respondents overall agree that the school provides input opportunities for parents/guardians to participate in the school and their child's education. (2% increase from 2023)

98.6% of survey respondents agree that students have access to rigorous curriculum and resources that allow them to access and master grade level standards in the core content areas. (0.2% increase from 2023)

99.4% of survey respondents agree that EACS clearly communicates academic expectations and encourages academic excellence in all forms of communication. (2% increase from 2023)

Overall Satisfaction Report: Based on 123 student responses (grades 6-12)

96.7% of survey respondents agree that their teacher cares about their education and is committed to helping them succeed.

95.1% of survey respondents agree that the curriculum provides challenging grade level instruction and assessments of their academic progress, and students feel safe and welcome to discuss their progress with their teachers.

95.1% of survey respondents agree that EACS does a great job communicating with students.

Meaning: Overall high satisfaction rate with the school program.

Use: EACS will maintain focus on student progress and success through transparency, consistent communication and collaboration with educational partners, and by providing resources, support, and opportunities for all students to continue to grow as lifelong learners. EACS will survey educational partners for feedback and analyze the areas that can be maintained and improved upon.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

Based on the analysis of the positive educational partner feedback and collected data, EACS will continue to implement the proven successful communicative practices in place to keep educational partners informed and connected to student education. EACS is driven to staying on top of the latest trends in education and communication platforms to provide a consistent, open line of communication with all educational partners. EACS is always focused on building participation at SSC, ELAC, and PAC meetings which will remain an area of improvement.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

EACS is committed to encouraging parental participation and involvement by providing flexible, personalized learning through a customized course of study that will educate, motivate, and instill a love of learning in each individual student. Parents are provided with training and learning opportunities, in addition to workshops on a variety of topics, for example, EL progress and the reclassification process, parent portal resources, webinars, curriculum menus, Parent Summit informational, Parent Power-Up education events, Back to School events, and teacher/parent training. Teachers and parents work closely to foster a positive relationship that maintains high expectations and promotes academic excellence for all students creating the next generation of leaders. Parents are informed of all communication tools that are available to provide them direct access to their teachers, staff, resources, and all school related meetings. All school related notifications, meeting agendas and minutes, approved policies, informational meetings, and community events are readily made available through Beehively (main platform for communication) and the EACS website and handbook. The LEA's Title 1 Coordinator, Intervention Coordinator, and school counselors actively continue to reach out to homeless and foster youth, and students needing academic and social emotional support. Parents/guardians are informed well in advance and encouraged to attend all quarterly SSC, ELAC, and PAC meetings. The minutes, agendas, and recordings are posted on the EACS website. EACS is working to find ways to enhance and encourage more parent/guardian participation in SSC, ELAC, and PAC meetings. EACS is moving in the direction of providing parents/guardians and students opportunities to promote and shed light on multicultural awareness by focusing on heritage, customs, and traditions through discussions and presentations that will inspire greater attendance.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	5
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	5
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	5
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	5

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

EACS' commitment to encouraging parental involvement, by developing a trusting and respectful relationship between the school staff and families, is important to building and sustaining positive relationships. EACS develops a strong school-home partnership through the use of communication tools that provide parents with access to the student's teacher, current information about the school, access to students' academic information through a parent portal, opportunities to participate and provide input in teacher-parent/student meetings, parent meetings, and governing board meetings. All applicable notifications are posted on the school website and in the parent handbook. A part of the role of the counselor includes communicating with educational partners about their legal rights. Our Intervention Coordinator shares Title I and Title III related parent rights, applicable policies, and encourages education partnership participation. In conformity with Senate Bill 1375, the school posts information on the school website identifying the school's Title IX/Uniform Complaint Procedure Coordinator, the rights of students and the responsibilities of schools, and a description of how to file a complaint. The school website and the parent/student handbooks contain information about the Annual Notice of Uniform Complaint Procedures. The Notice of Procedural Safeguards is provided to parents of students with an IEP on an annual basis. The notice is provided electronically by email in English or Spanish and is also offered to parents at every IEP meeting. If the parent is a non-native English speaker, a translator is present to provide translation of the document. Parents/guardians have the opportunity to communicate with their students' teachers on a regular basis and are encouraged to reach out through email and by phone to set-up meetings.

- Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

Based on the analysis of educational partner input, EACS will continue to focus on partnership and student outcome improvement by offering additional parent education opportunities both in person and virtual, annual surveys, and SSC, ELAC, and PAC meetings.

- Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

EACS' LCAP Goal 3 focuses specifically on establishing connections and partnerships with our families and the surrounding community to increase engagement, involvement, and ensure safety and satisfaction to support student learning and achievement for all students including English Learners (EL), other unduplicated student groups, and students with disabilities (SWDs). Effective and meaningful transparent communication will provide all educational partners opportunities for input in decision making for policy and program improvement. The teacher-parent-student relationship is at the core of student success. EACS will provide students with equity based instruction and the necessary individualized resources, interventions, and support that is critical for growth and progress while keeping parents/guardians informed and involved.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	5
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	5
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	5
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	5

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

Educational Partner Input data:
 2020-21: 66 Educational Partner Input Survey Participants
 2021-22: 220 Educational Partner Input Survey Participants
 2022-23: 304 Educational Partner Input Survey Participants
 2023-24: 351 Educational Partner Input Survey Participants

EACS is focused on providing effective and meaningful communication that will provide all educational partners opportunities for input in decision making that concerns the equity based education and instruction of all students, as well as the quality of the school program. Communication about opportunities to provide input is provided through social media platforms, including Beehively, as well as during SSC, ELAC, and PAC meetings. There were 351 participants in the LCAP Parent/Guardian Input Survey and 123 participants in the LCAP Student Input Survey which

was a positive increase in survey respondents from the previous school year. EACS shared the survey results with educational partners during the ELAC and SSC meetings and in the monthly newsletters.

Meaning: There has been an increase of survey participants due to the ongoing efforts of the increase communication to educational partners to participate in providing survey input.

Use: EACS will continue to monitor the level of educational partner participation in input opportunities and continue to research strategies to encourage participation.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

EACS annually measures growth and progress by seeking input and feedback from all educational partners through annual surveys, teacher/student/parent meetings, board meetings, and through program participation in SSC, ELAC, and PAC meetings. EACS reports the collected results to all educational partners in order to promote transparency and collaboration. Empowering educational partners to provide input and feedback, and participate in decision making, ultimately creates a positive environment where staff, parents/guardians, students, and members of the community and governing board have the opportunity for their voices to be shared and heard. EACS will continue to discuss best practices and train staff on effective strategies for family communication and outreach that ultimately centers around the need for inclusion, building trust, and collaboration. The ultimate goal is for EACS staff to work alongside educational partners in a manner that leads to a positive and successful school environment where students thrive and become lifelong learners.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

Although the survey results did not indicate or reveal less engagement from underrepresented families, communication remains a top priority by focusing on strengthening collaboration and participation of all families by providing meaningful in-person and virtual support, guidance, and resources. Through multiple measures of communication, in order to seek input for decision making, EACS will reach out to all parents/guardians with consistent reminders of upcoming events and meetings to attend. All parents/guardians will be notified in a timely manner if there are concerns regarding student social and academic achievement.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

Students in grades 6-12

98% of survey respondents agree that their teacher is available to speak with them when they need guidance.
 95% of survey respondents agree that the curriculum provides challenging grade level instruction and assessment of their academic progress.
 93.5% of survey respondents agree that the curriculum and instruction are engaging and they are able to complete the coursework on time.
 96.7% of survey respondents agree that their teacher cares about their education and is committed to helping them succeed.
 95.9% of survey respondents feel safe and welcome to meet with their teacher to discuss their progress.
 96.7% of survey respondents feel overall satisfaction with Excel Academy Charter School.
 95.1% of survey respondents feel the school does a good job communicating through all forms of communication.
 94.3% of survey respondents know that they have someone at school who they can talk to (teacher or counselor).

Testimonials

"My learning goals are met."
 "Excel already is helping me learn better and I feel as if my learning goals are already fulfilled."

Elementary SEL Survey - Grades TK - 6

83% of survey respondents feel they have an adult to talk to when they are upset (fearful, angry, or sad).
 100% of survey respondents believe they have a trusted adult who will help them in any circumstance.
 100% of survey respondents believe their students have 1 or 2 people who they consider to be friends.
 100% of survey respondents believe their students have an adult to talk to when they are upset (fearful, angry, or sad).
 76% of survey respondents are aware of Social Emotional Learning (SEL) groups provided by Excel Academy.

Testimonials:

"We love the social emotional classes on Wednesdays."

Students in grades K - 12 Intervention Feedback

100% of survey respondents agree that their teacher communicates positively and professionally with students and parents.
 95% of survey respondents agree that they feel a sense of belonging and part of the classroom community.
 93% of survey respondents feel the class helped them grow academically.

Testimonials:

"I appreciate the level of communication teachers maintain with parents and their efforts to engage students."
 "The teacher communicates with parents often. My student loves class and is very engaged in it."
 "This helped him improve significantly."

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

MEANING: The survey results are shared with educational partners to address trends in the input during the ELAC, SSC, and all staff meetings. There was no input that directly affected the LCAP goals and actions. The most consistent trend we found was praise for EACS and appreciation for all of the resources provided to families.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

USE: EACS takes pride in focusing on continuous improvement by analyzing current curriculum options, internal assessments, and educational partner feedback to ensure students are being provided the best education that serves their individual needs.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

EACS offers students across all grade levels innovative personalized programs and pathways that offer a broad course of study, flexibility, and independent learning developed from data analysis of assessment and academic portfolios built on integrity, accountability and compliance. With the support and guidance of a credentialed teacher, students build a customized learning plan based on individual educational goals. All 8th-12th students meet with their assigned High School Counselor yearly to review graduation progress, select courses that will ensure they meet their academic goals, and create a detailed in depth Course of Study that indicates specifically the courses the student will be studying and the vetted curriculum they will be using. A pacing guide for each assigned subject is then created by the teacher who will monitor the completion of the assignments and assessments outlined. All students have access to core subject courses, CTE and elective courses, the opportunity to take advanced high school courses (Honors and AP), credit recovery, and can participate in concurrent enrollment. Students in grades 7-12 are offered live, weekly hybrid courses in all core subjects. The High School Counselor and High School Principal initiate a general education meeting to follow each eighth grade end-of-year IEP to ensure that the students have a four year plan in place for high school. Any SPED curricular questions are addressed with the Case Managers who implement IEP goals.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

All students have access to a broad course of study, internal and state assessments, and oversight from credentialed educators due to EACS' personalized learning model. Students who are receiving interventions have access to additional academic resources and tutoring. The EACS High School Counselor and teacher work together to plan the approved courses and develop four year high school plans. The High School Principal and School Counselor monitor student enrollment in the approved courses and work with the student and parents to create a plan based on student interests, goals, and grade-level expectations. When deemed appropriate and based on internal and state assessment results, the Intervention Coordinator works in conjunction with the Special Education Team, High School Counselor, teacher, and Administrative Team to ensure that the student has proper resources and interventions in place to strengthen skills and close any learning gaps. EACS tracks students' volunteer and work-

based hours through remote learning opportunities for the completer courses. EACS currently offers three CTE pathways: Business Marketing, Digital Media and Photography, and Patient Care. As a result of the collaboration, guidance, and support in place, EACS continues to see great success which is reflected in our high graduate rate and an increased number of students moving on to community colleges, four year colleges, and trade schools.

- Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

Since EACS does not have a physical location, providing students with hands-on experience in CTE Capstone courses can be a challenge. However, we have overcome that barrier by encouraging dual enrollment in community colleges where the resources for hands-on instruction and training are readily available.

- In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

To ensure access to a broad course of study and equity based instruction for all students, EACS has replaced Imagine Language and Literacy with Lexia English for EL students in order to have stronger support aligned with ELPAC score report levels and the ELD Framework. EACS has also added NoRedInk (premium) to enhance instructional writing and grammar support, added DreamBox Math as a targeted intervention, refined curriculum menu options for students across all grade levels, and added an additional secondary math intervention course.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of					

Coordinating Instruction	1	2	3	4	5
their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					

Coordinating Services	1	2	3	4	5
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					

Coordinating Services	1	2	3	4	5
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

Coversheet

Annual Executive Director/CEO Goals, Timeline and Evaluation Plan

Section: X. Personnel Services
Item: A. Annual Executive Director/CEO Goals, Timeline and Evaluation Plan
Purpose: Vote
Submitted by:
Related Material:
2024_25 Excel Academy Charter Schools Executive Director Self Evaluation, Reflection and Evidence .pdf
Executive Director_CEO Goals & Progress - 24_25.pdf



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

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>

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
<p>Element 1A: Student Centered Vision <i>Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access,</i></p>		<p>All Staff PD Student Achievement Data</p>

<i>opportunities, and outcomes for all students.</i>		
<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>Executive Cabinet Weekly Agenda Board Agenda Monthly Board Highlights Monthly authorizer meetings Authorizer Board Meetings Admin Summit Agenda Admin Summit Handouts</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>Helendale Petition Helendale MOU</p> <p>Warner Petition Warner MOU</p> <p>1:1 quarterly meetings with direct reports</p> <p>Succession Planning - Business Services</p>

Standard 2: Instructional Leadership

ELEMENT	EVALUATION RATING <small>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</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 LACOE Flyer Induction Plan Year 2 Collaborative Log for Admin Program Agenda for all staff Leadership Survey results Aplus Proposals CCSA Conference Plan</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 2023 CAASPP Data Presentation</p> <p>Excel Warner Dashboard 2023</p> <p>Excel Helendale Dashboard 2023</p> <p>Math Curriculum Analysis Presentation ELA Curriculum Analysis Presentation</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 Personalized ToR JD Secondary ToR JD Virtual ToR JD SPED Case Manager JD L. Ulmer Evaluation J. Sorrera Evaluation J. Craig Evaluation M. Anderson Evaluation L. Hansen Evaluation K. Schneeweiss Evaluation</p> <p>Performance Success plan Performance Improvement Process Performance Improvement Plan</p>

Standard 3: Management and Learning Environment

ELEMENT	EVALUATION RATING	REFLECTION/EVIDENCE
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<small>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</small>		
Element 3A: Operations and Facilities <i>Leaders provide and oversee a functional, safe, and clean learning environment.</i>		Office Safety Checklist
Element 3B: Plans and Procedures <i>Leaders establish structures and employ policies and processes that support students to graduate ready for college and career.</i>		ToR Manual Parent/Student Handbook
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/Employee Handbook 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 July Budget First Interim Budget Second 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>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</small>	REFLECTION/EVIDENCE
Element 4A: Parent and Family Engagement		ELPAC Flyer

<p><i>Leaders meaningfully involve all parents and families, including under-represented communities, in student learning and support programs.</i></p>		<p>ELAC Flyer PAC flyer SSC Flyer Parent Academy Parent Power Up Parent Survey Results Presentation Summer Socials Summer Liaison Communication Log Community Event flyer Outdoor Classroom flyer</p>
<p>Element 4B: Community Partnerships <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 Application 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</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 Orange 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</p>
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Standard 6: External Context and Policy		
ELEMENT	EVALUATION RATING <small>Not Met (NM), Emerging (E), Proficient (P), Distinguished (D)</small>	REFLECTION/EVIDENCE
<p>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></p>		<p>Board Agenda Preparation Meetings Monthly Board Updates Warner Compliance Calendar Helendale Compliance Calendar EACS Policy Organizer EACS Board Manual</p>
<p>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></p>		<p>Member of Sonoma County Charter CEO Council APlus+ Advisory Council Member CSDC (Charter School Development Center) active member CCSA (California Charter Schools Association) member</p> <p>ACSA (Assoc. Of CA School Administrators) SSDA Member (Small Schools District Association) SSC (School Services of California) member CCSA OC PAC Member</p>

2024/25 Executive Director Annual Goals and Progress

<p>Priority/Goal 1 (CPSEL Standard , CPSEL and CPSEL) Sustainable Growth</p>	<p>In collaboration with the Executive Admin team, I will closely analyze enrollment trends, fiscal health and legislative changes that impact our growth. I will optimize our resources at the state and local level to recruit and retain students seeking an optimal independent study model based on our mission and vision.</p>
<p>Baseline Narrative/ Rationale for Goal Excel Academy Mission and Vision Statement</p>	<p><i>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.</i></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 H: Helpful, Hands-On , Humility, & Happiness O: Optimism, Options, Opportunities, Ownership, & Others I: Independence, Individualization, Inspiration, & Investigation C: Child-focused, Curiosity, Critical Thinking, Consideration, & Community E: Education, Equity, Enjoyment, Exploration and Empowerment</p>
<p>End of Year Reflection /Evidence</p>	

2024/25 Executive Director Annual Goals and Progress

<p>Priority/Goal 2 (CPSEL Standard 1, CPSEL 2 and CPSEL 3) Quality Programs/Retention</p>	<p>I will collaborate with the Board of Directors and the Executive Admin team to ensure the longevity of departments and programs. This will involve analyzing budgets, forecasting trends, monitoring legislative changes, and reviewing academic data and the CA Dashboard. Additionally, I will foster administrator and teacher development for optimal retention and sustainability.</p>
<p>Baseline Narrative/ Rationale for Goal</p>	<p>Our theme this year focuses on how each staff member’s role and responsibilities contribute to offering quality programs to retain our growing student population. My focus is to lead the Executive Cabinet by keeping them informed about the budget, legislative changes, academic data and trends. I will work to continue to foster a culture of trust and collaboration where staff and students feel safe and supported.</p>
<p>End of Year Reflection /Evidence</p>	

2024/25 Executive Director Annual Goals and Progress

<p>Priority/Goal 3 (CPSEL Standard 1, 2 and CPSEL 5) Professional Development</p>	<p>I will continue my professional development by participating in Year 2 of my Clear Administrative Services Credential program via the Los Angeles County Office of Education. The program will be completed and the clear credential awarded on May 8, 2025.</p>
<p>Baseline Narrative/ Rationale for Goal</p>	<p>For Year 2, I will create an Induction Plan focusing on CPSEL Standard 1: Development and Implementation of a Shared Vision, Standard 2: Instructional Leadership and CPSEL standard 5 Ethics and Integrity. With the support of my instructional coach, Dr. Chelsea Kang we will focus on how to align the above outlined goals with the school goals/priorities. We will also revisit CPSELS 3, 4 and 6 from Year 1 and reflect how these standards and elements are being implemented at Excel Academy.</p>
<p>End of Year Reflection /Evidence</p>	

<p>2024/25 End-of-Year Board Evaluation of Executive Director</p>	
<p>Board Comments</p>	<p>ENTER NARRATIVE HERE</p>
<p>Executive Director has received a satisfactory Evaluation</p>	<p>Select one option ▾</p>
<p><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></p>	
<p>William Hall, President</p>	
<p>Michael Humphrey, Vice President</p>	
<p>Steve Fraire, Clerk</p>	
<p>Susan Houle, Board Member</p>	

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



EXECUTIVE DIRECTOR/CEO

GOALS & PROGRESS

2024-2025

03 **PROCESS & TIMELINE**

04 **CPSEL STANDARDS**

5-8 **CEO & Board GOALS**

09 **EVALUATION TEMPLATE**

10 **EVALUATOR SELECTION &
COMPENSATION**

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PROPOSED PROCESS & EVALUATION TIMELINE



CPSEL STANDARDS

STANDARD 1

Development and
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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

Priority/GOAL 1: Sustainable Growth

In collaboration with the Executive Admin team, I will closely analyze enrollment trends, fiscal health and legislative changes that impact our growth. I will optimize our resources at the state and local level to recruit and retain students seeking an optimal independent study model based on our mission and vision.



CPSEL Standard 3
CPSEL Standard 4
CPSEL Standard 6

Priority/GOAL 2: Quality Programs/Retention



I will collaborate with the Board of Directors and the Executive Admin team to ensure the longevity of departments and programs. This will involve analyzing budgets, forecasting trends, monitoring legislative changes, and reviewing academic data and the CA Dashboard. Additionally, I will foster administrator and teacher development for optimal retention and sustainability.



CPSEL Standard 1
CPSEL Standard 2
CPSEL Standard 3

Priority/GOAL 3: Professional Development

I will continue my professional development by participating in Year 2 of my Clear Administrative Services Credential program via the Los Angeles County Office of Education. The program will be completed and the clear credential awarded on May 8, 2025.



CPSEL Standard 1
CPSEL Standard 2
CPSEL Standard 5

BOARD GOALS

From 23/24 Board Eval:

- Focus on recruitment process for possible future Board Members
- Budget/resources allocations
- Continued open communication

2024/25 Excel Academy Charter Schools Executive Director Evaluation Template

 [Click Here](#) 

EVALUATOR SELECTION



**Two-Person
Committee**



**12 month
stipend**

\$450/month

Coversheet

Annual Board of Directors' Self-Evaluation

Section: XI. Oral Presentations
Item: A. Annual Board of Directors' Self-Evaluation
Purpose: Discuss
Submitted by:
Related Material: Excel Academy Board Evaluation 2023-24.pdf



Excel Academy Charter Schools
Annual Board Evaluation
Master Sheet

2023 - 2024

Issue/Concept	Complete	In Progress	Little/No Progress	Not Applicable
A Solid Foundation				
School has a well drafted charter contract with its sponsoring agencies.	BH MH SF SH LA			
School has well-drafted articles and bylaws.	BH MH SF SH LA			
School's legal and financial status are clear and well understood.	BH MH SF SH	LA		
Appropriate liability insurance and risk management practices are maintained at all times.	BH MH SF SH LA			
School has developed a long-term /strategic plan such as a WASC report that is reviewed	BH MH SF SH LA			

and revised on an annual basis.				
Long-term plans are translated into annual action plans/goals in a document such as the LCAP.	BH SF SH LA	MH		
Board Operations/Relations				
Board members understand their legal and ethical responsibilities (duty of care/loyalty, conflict of interest).	BH MH SF SH LA			
New board members are oriented and fully briefed prior to being seated.	MH SH	BH LA		SF
Board is composed of individuals with a broad and appropriate range of expertise and experience. Board seeks outside counsel for matters beyond its expertise.	BH MH SF SH LA			
Board member selection process ensures a board and appropriate range of expertise and experience.	MH SF SH	BH LA		
Board conducts annual self-evaluation.	BH MH SF SH LA			
Meetings are well planned with clear agendas focused on appropriate policy and action items.	BH MH SF SH LA			
Board president is a strong, capable meeting facilitator.	MH SF SH LA	BH		
Board president has developed meeting norms.	MH SF SH LA	BH		
Meetings are conducted pursuant to common ground rules (eg. Robert's Rules) that are well understood by all members.	BH MH SF SH LA			

Individual board members prepare for meetings and participate constructively.	BH MH SF SH LA			
Meeting minutes record each board meeting and are distributed promptly on the school's website after each meeting.	BH MH SF SH LA			
Relationship w/CEO				
Board develops performance goals and evaluates CEO performance each year.	BH MH SF SH LA			
Board has clear understanding with staff regarding where board responsibility should be to support and maximize the functioning of the schools.	SF SH LA	BH MH		
Board has established a plan for succession in the event the CEO leaves/retires.	MH SF SH LA	BH		
Personnel and Staffing				
Board has adopted/approved a comprehensive set of personnel policies that are in line with all applicable state/federal laws & regulations. Policies are updated and an annual review will be conducted.	BH MH SF SH LA			
Clear job descriptions and staffing plans are in place.	BH MH SF SH LA			
Budget and Finance				
Board adopts an annual budget that maximizes the school's resources in support of mission/vision.	BH MH SF SH LA			
Board monitors the budget throughout the year via monthly updates, first interim budget and second interim budget.	BH SF SH LA	MH		

Board contracts with an independent auditor each year, reviews the audit report, and takes any needed follow-up action.	BH MH SF SH LA			
Board has adopted a three year financial plan in coordination with the school's overall three year plan (WASC, LCAP).	BH SF SH LA	MH		
Board has adopted a comprehensive set of fiscal management and control policies.	BH MH SF SH LA			
Instruction, Curriculum, and Assessment				
Board has adopted/approved the school's curriculum and instructional programs.	BH SF SH LA	MH		
Board has adopted/approved student achievement goals/standards.	BH SF SH LA	MH		
A broad based assessment system is in place to measure progress toward instructional goals/standards.	BH MH SF SH LA			
The Instructional program is in alignment with the state requirements and terms of charter.	BH MH SF SH LA			
Student assessment data is assembled in a comprehensive, coherent fashion, presented to the board, and reviewed and analyzed in-depth on a regular basis.	BH SF SH LA	MH		
School reports on student achievement to charter granting agencies on a regular basis as part of the ongoing oversight and renewal process.	BH MH SF SH LA			

Board Member Comments on Strengths:

Bill: Certainly the Board recognizes its fiduciary responsibilities as well as its role to ensure our students are afforded the best education possible. That being said, we also recognize that the manifestation of these responsibilities is due to the diligence and professionalism of the leadership and staff of Sage Oak Schools.

Steve: The entire staff at Excel Academy is to be recognized and commended for their hard work and dedication. Most positive leadership and administration in all areas. Student wellbeing, family support and intervention is at the top of the list. A superior learning environment. Congratulations to Heidi and the great staff!

Susan:

1. The Board has a collaborative relationship with staff and the community.
2. The Board has established a strong communication by asking detailed and hard questions, as well as, contributing views from past experiences.
3. The Board is composed of educators and each member has varied experiences.
4. The Board is data savvy.
5. The Board is united as a team and shares common beliefs and values for a high performing school.
6. The Board is committed to high student achievement.

Larry: Each member brings a wealth of information to the meeting.

Board Member Comments on Areas of Growth and Future Needs:

Bill:

1. Continue discussions regarding recruiting potential Board members and establish a process for Board input as well as that of Sage Oak Leadership.
2. Review procedures in the event of our Superintendent's absence due to health, family emergency, or retirement.

Steve: Continue on the already established path, to be a true leader in Charter Schools in California. As Board Members, continue to keep a focus on possible future members as needed.

Susan:

1. Continue allocating resources to meet student and community needs.
2. Continue monitoring and embracing school data for continuous improvements.
3. Continue having open communication with the Superintendent and staff.

Larry: Budget/spending and raises in the coming years

Coversheet

Excel Academy Charter Schools Executive Director's Strategic Plan 2024-2025

Section: XI. Oral Presentations
Item: B. Excel Academy Charter Schools Executive Director's Strategic Plan
2024-2025
Purpose: Discuss
Submitted by:
Related Material: 2024-2025 Executive Director Strategic plan.pdf



EXCEL ACADEMY CHARTER SCHOOL

*2024-2025 Executive Director's
Strategic Plan*

Heidi Gasca
Executive Director/CEO

Mission & Vision



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.

At Excel Academy, we are all about CHOICE:



This Strategic Plan is built on the four identified school goals and reflects the standards, elements and goals outlined in the following documents: CPSELs, WASC, SPSA and the LCAP.

Sustainable Growth



Retention




Quality Programs



Professional Development



Priority/GOAL 1: Sustainable Growth

A group of diverse children, including boys and girls of various ethnicities, are holding hands and smiling in a park-like setting. They are wearing casual clothing like t-shirts and jeans. In the background, there are trees, a paved walkway, and other people, suggesting a community or school event. The scene is bright and sunny.

Sustainable growth through strategic planning and optimizing resources in relationship to our budget. New student recruitment initiatives through community outreach, relationship building, community providers, demographic research and marketing through diverse mixed media.

126

Staff Members

- 69 Teachers of Record
- 16 Special Education Teachers & Specialists
- 16 Classified Support Staff
- 8 Leadership Staff Members
- 7 Executive Team Members
- 4 Counselors
- 4 ETL Teachers
- 1 Music Teacher
- 1 Art Teacher

Staff Retention Rate

2022-23	2023-24
91%	92%



1,795

Students

- 1,146 Elementary Students
- 649 Secondary Students

34% increase in applications from August 2023 to August 2024

Longevity

2031

Seven year renewal for both Charters: 2024-2031



Six-year accreditation status through June 30, 2029 with a mid-cycle visit during the 2025-2026 school year.

Financial Stability

Multi-Year Projections

	2024-25	2025-26	2026-27
Total Revenues	23,953,509	24,160,342	24,401,945
Total Expenditures	23,882,915	23,970,870	24,059,705
Projected Increase in Fund Balance	70,594	189,472	342,239
Projected Beginning Balance	8,148,214	8,218,808	8,408,280
Projected Ending Balance	8,218,808	8,408,280	8,750,519
Adjustments to Ending Fund Balance			
Restricted Carryover Balances			
15% Required for Economic Uncertainties	3,582,437	3,595,630	3,608,955
Unappropriated Fund Balance Above 15%	4,636,371	4,812,650	5,141,564
Ending Balance Percent Of Expenditures	34.41%	35.07%	36.37%

Community Opportunities

EXCLUSIVE

EXCEL EVENTS

WHAT: FREE THEMED EVENTS FOR THE EXCEL COMMUNITY

WHEN: MONTHLY

WHO: ALL EACS STUDENTS

WHERE: EVENTS OCCUR ACROSS NINE REGIONS IN SOCIAL

RECEIVE AN EACS COLLECTOR'S PIN AT EACH EVENT!

EXCEL ACADEMY

Science Fair

SPRING

ALL STUDENTS IN GRADES K-8 ARE INVITED TO PARTICIPATE AS PRESENTERS.

ZOOM WEEK

Open for TK-12 students

Lessons taught by Excel Academy Teachers

SPELLING BEE

WHO CAN COMPETE?

All K-8 Students
One Bee: K-2
Two Bee: 3-5
Three Bee: 6-8

SPRING SEMESTER

Teen Talk

Wednesdays

- Grades 7th-8th at 10:45A
- Grades 9th-12th at 11:20A

Talk with a counselor and peers for your mental health and well-being

Lead via Zoom by the EACS counseling team

EXCEL ACADEMY

Excel Book Club

Grades 1st-2nd & Grades 3rd-5th

Book Club meets every Friday
Grade 1-2: 10:30-11:15
Grades 3-5: 1:00-2:00pm

High School

Catalina Island Trip

2 Nights 3 Days

March 1-3, 2024

\$355.00 Student

9-12 Grade Students

INSTRUCTIONAL FUNDS CAN BE USED!

Includes:

- Boat Ride
- Meals
- Lodging
- Snorkeling
- Hiking
- Science Labs
- And More!

EXCEL ACADEMY

GATE PROGRAM

Open to all 3rd-8th Grades

Events held throughout the school year

EXCEL ACADEMY

Field Trips

All ages, All regions

San Diego SAFARI PARK
Tuesday, April 4

Julian Mining Company
Come experience the history of mining the Gold Rush!

EXCEL ACADEMY

OUTDOOR CLASSROOM

MONTHLY HANDS ON LESSONS & ACTIVITIES

GEARED TOWARDS STUDENTS IN TK-6TH GRADE

Priority/GOAL 2: Retention

Sustainably retaining students through high academic expectations, intervention, innovation, quality programs and collaboration. Staff retention through improvements and initiatives that increase positive culture, oversight, accountability, professional development and support.

Student Retention



Bi-monthly pulse checks via text, gathered and analyzed by AI:

Your Possip report is ready! You received 188 responses this week.

Respondents shared [praise](#) for:

- *Kind and responsive teachers and administrators*
- *Engaging in school events and field trips*
- *The flexible curriculum that gives students more autonomy*

Respondents shared the following [feedback, questions, or needs](#):

- *School funding feedback and disbursement suggestions*
- *Comments on i-Ready testing and the alternative testing process*
- *Requests for more local school vendors*
- *Suggestions for extracurricular activities like debate, theater, and tennis*
- *Ideas for family engagement opportunities to strengthen the school community*
- *Suggestions for change in communication to include calendars of all events and reminder emails*
- *Comments about the curriculum being strict and more field trip opportunities*
- *Questions about TOR for the next school year*

Highlight Quotes:

"I have loved the philosophy of allowing students to flourish in life long learning and developing a growth mindset. I appreciate the autonomy to pick curriculum that with meet my students where they are at academically. And communication has been fantastic this year with the weekly emails."

Feedback:

"Would love to see more physically education classes offered "

Student Support

2023-2024 Intervention Results

63%

Of students in
intervention classes grew
1 grade level or more
from Fall to Spring

25%

Of WIN Math and WIN
Reading students met
grade level proficiency
by Spring

Special Education Offerings

- Variety of services and supports across the entire continuum of student disability needs
- Internal services for SAI, OT, Speech, and Counseling
- 22 independent SAI groups (7-9 students/group)
- Mod-Severe groups for Elementary & Secondary
- Speech Improvement Group
- Social Communication Group for High School students

Special Education Data Highlights

☀️ 34% of students met or exceeded grade level standards.

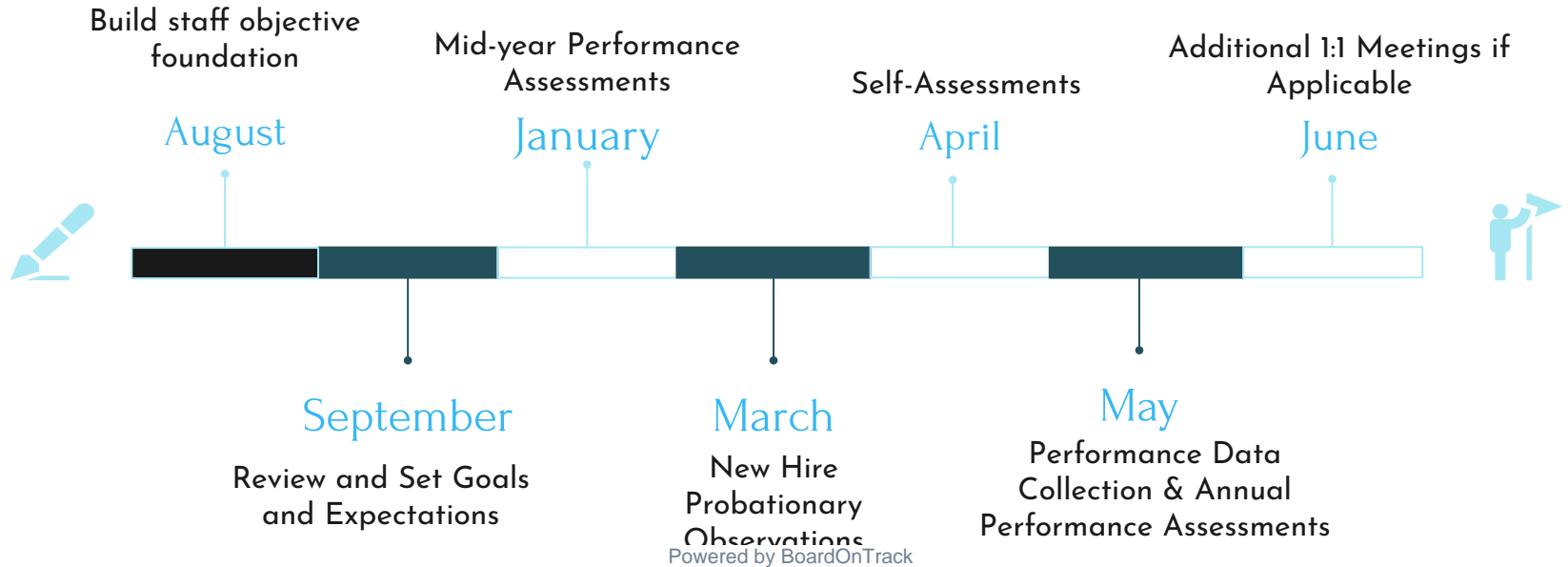
☀️ 8% increase in students who met or exceeded grade level standards in math

Staff Sustainability

TIMELINE

8/12 months include touch points to:

- Gather data & document
- Communicate Expectations
- Implement Solutions
- Train
- Make informed decisions





Staff: New Initiatives










Excel Academy believes in the wellbeing of all staff members and strives to ensure that their professional goals, mental & physical health, and learning needs are met.

- Classified Teacher Credential Program(s)
- Wellness Initiative
- Increasing professional development opportunities
- Lowering roster counts of Secondary Teachers so that they can more effectively service their students as they maneuver through high school
- Health Spending and Reimbursement Accounts
- Dependent care savings Accounts
- 457b plans for Classified Staff - EACS matching up to 7%

Priority/GOAL 3: Quality Programs

Offer students innovative personalized programs that offer flexibility, and independent learning. Empower individual teams to deliver diverse programs and pathways developed from data analysis of assessment and academic portfolios built on integrity, accountability and compliance.

California Dashboard Status

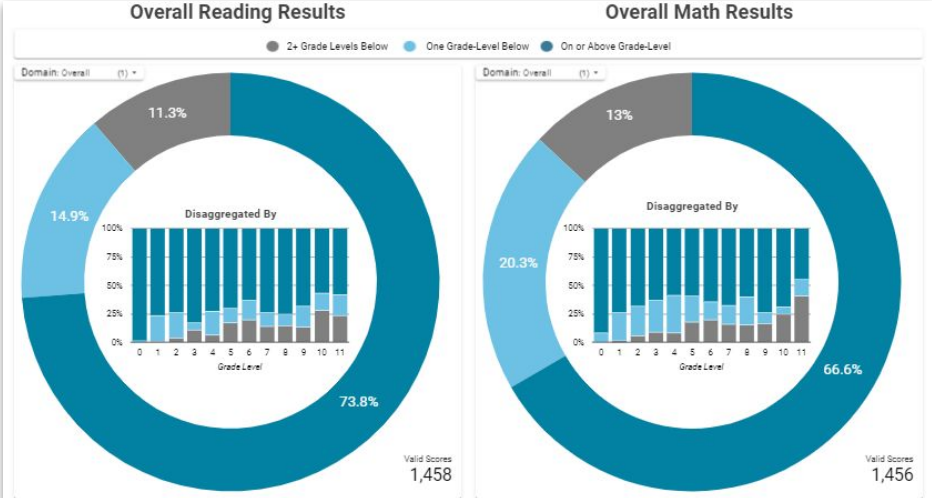
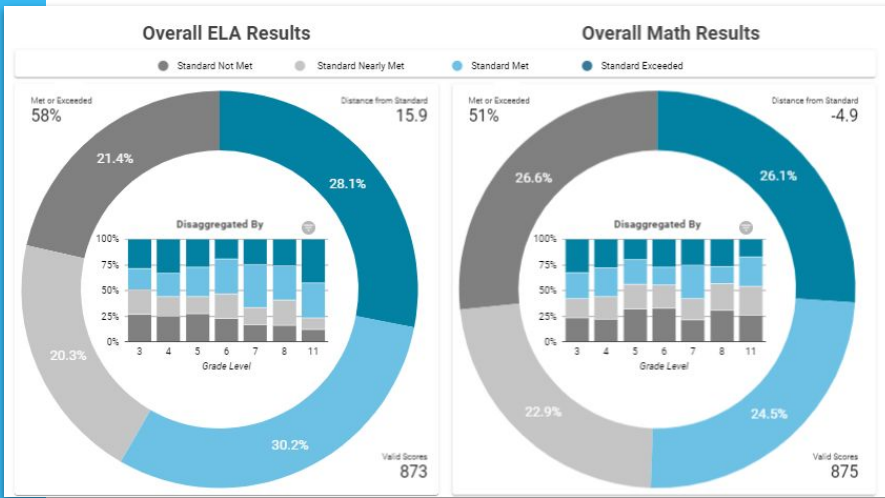
School	Chronic Absenteeism	Suspension Rate	College & Career Readiness	Graduation Rate	English Language Arts	Mathematics
Excel Academy - Warner	Very Low  Blue	Very Low  Blue	31.8%	Very High  Blue	High  Green	High  Green
Excel Academy - Helendale	Low  Green	Very Low  Blue	Not enough grads to warrant a score	Not enough grads to warrant a score	High  Green	High  Green



Academic Data Analysis

State Assessment Data

Local Assessment Data





Parent Education: New Initiatives

Excel Academy strives for parents to not only be at ease at the start of the school year, but to be equipped with the resources and knowledge they need to successfully support their child's education.

- EagleTube - Excel's new Youtube Channel that delivers monthly on-demand videos for parent engagement and education
- MagicSchool - Artificial Intelligence resources for parents as home educators
- Parent Academy Online - Workshops for parents at the start of the school year to equip them with the knowledge and tools needed to succeed for the year
- Two in-person Parent PowerUps to be hosted - these events host workshops for parents to give them further skills in their role as a parent educator





Student Empowerment: New Initiatives

Excel Academy strives to improve our program and offerings to continue to educate parents and strengthen the learning opportunities for students.

- Art & Music Teachers via Prop 28 funds
- Writing Benchmarks
- Educational Memberships now offered to students to provide more opportunities for hands on learning experiences
- Curriculum Collages for each grade level in both Science and Social Studies
- Grade Level Homerooms
- Expanding ETL class options
- A.C.E.: Academics for College & Career Education

Priority/GOAL 4: Professional Development



Growing, enhancing and developing skills in our staff. Defining and demonstrating roles and responsibilities, identifying strengths and weaknesses through a growth mindset evaluation platform. Providing methods of support including training and access to materials to enhance performance. Emphasizing how teamwork and using individual strengths contribute to success.

Human Resources

The 5 C's of Documentation

Clear

Concise

Correct

Complete

Communication

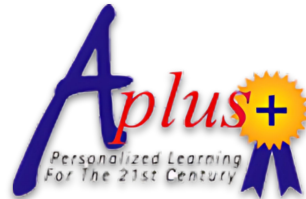
Excel Academy's Human Resources team has worked hard to develop a thorough performance evaluation, tracking, coaching, and discipline process for all leadership staff. This includes timelines, assessments, the performance improvement process, and more.



Professional Development Associations



California
Charter Schools
Association



An Employee-Owned Company



Multi-Year Goals

Improve participation and class offerings in live instruction in ELA and Math.

Increase group class offerings for Special Education.

Expand the gifted and talented program into course offerings

Increase participation and number of completers in Career and Technical Education offerings

Increase parent education offerings across a variety of platforms; in person and virtually

Expand Community Outreach and connection through POSSIP recommendations





THANK YOU!

*Excel Academy...
where we instill a love for learning
in each individual student.*

