



## Excel Academy (CA)

### Regular Meeting of the Board of Directors

Published on March 6, 2026 at 4:05 PM PST

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#### Date and Time

Thursday March 12, 2026 at 9:40 AM PDT

#### Location

##### Excel Academy Charter Schoo

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1 Technology Drive, Ste I-811  
Irvine, CA 92618

##### Regus- Gateway Chula Vista

333 H Street, Suite 5000  
Chula Vista, CA 91910

##### Zoom Meeting Information:

Meeting ID: 844 1709 7524

One tap mobile: +12532050468,,84417097524# US

URL: <https://us06web.zoom.us/j/84417097524>

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#### MISSION STATEMENT

At Excel Academy, we invest in each student by providing a personalized and engaging learning experience centered on a collaborative partnership between school and home that creates unmatched opportunities for excellence and future success.

**THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

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

**REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY**

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

**REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY**

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

**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>9:40 AM</b>
<b>A.</b> Call the Meeting to Order		William Hall	1 m
<b>B.</b> Record Attendance		William Hall	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Susan Houle, Member			
Larry Alvarado, Member			
<b>II. Pledge of Allegiance</b>			<b>9:42 AM</b>
<b>A.</b> Led by Board President or designee.		William Hall	1 m
<b>III. Approve/Adopt Agenda</b>			<b>9:43 AM</b>
<b>A.</b> Agenda	Vote	William Hall	1 m
It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board meeting of March 12, 2026.			
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 9:44 AM**

<b>A.</b> Minutes of the Regular Board Meeting held on February 12, 2026	Approve Minutes	William Hall	1 m
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 questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

**VI. Correspondence/Proposals/Reports 9:45 AM**

<b>A.</b> School Highlights - Presented by Heidi Gasca, Superintendent/CEO	Discuss	Heidi Gasca	8 m
<b>B.</b> Student Choir & Music Club Member Testimonials	Discuss	Students	10 m
<i>Casey Lipka - Music Teacher</i>			
<i>Melody Arriola - 6th Grade</i>			

Purpose Presenter Time

*Raelene Afraz - 6th Grade*  
*Preston Tobias - 12th Grade*

**VII. Consent**

**10:03 AM**

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

**A. Consent - Business/Financial Services**

- 1. Check Register - February 2026
- 2. Cash Payments - February 2026

**B. Consent - Operations**

- 1. Approval of the Excel Academy 2026 Conflict of Interest Code

**C. Consent - Personnel Services**

- 1. Approval of Certificated Personnel Report
- 2. Approval of Classified Personnel Report

**D. Consent Items - Policy Development**

Vote

William Hall

1 m

Approval of existing board policies revised, reviewed, and eliminated by staff for the 2025-2026 school year.

**Board Policies: Revised (With Changes)**

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

**6000 Series - Instruction (Revised with Changes)**

- 6010 - EA Independent Study Policy
- 6030 - EA Education for Foster and Mobile Youth Policy
- 6080 - EA Alternative Diploma Policy
- 6116 - EA Discipline & Involuntary Withdrawal Policy
- 6210 - EA Graduation Policy

Purpose

Presenter

Time

***Items in the consent agenda are considered routine and will be approved/adopted by a single motion.***

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

**VIII. Board Governance**

**10:04 AM**

- A.** Approval of the Fourth Amended Bylaws of Excel Academy Charter Schools      Vote                      Heidi Gasca                      5 m

It is recommended the Board approve the Fourth Amended Bylaws 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 \_\_\_\_\_

**IX. Business/Financial Services**

**10:09 AM**

- A.** Approval of the Second Interim Financial Report      Vote                      Joe Sorrera                      10 m

It is recommended the Board approve the Second Interim Financial Report for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

**Fiscal Impact:** As indicated by the 2025-26 Financial Reporting Documents Second Interim Report.

	Purpose	Presenter	Time
<p>Roll Call Vote:                      William Hall                      Michael Humphrey                      Steve Fraire                      Susan Houle                      Larry Alvarado                      Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>			
<b>B.</b>	Approval of Additional Chromebooks Purchase	Vote Heidi Gasca	3 m
<p>It is recommended the Board approve the additional Chromebooks purchase for 2026-2027 for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).</p> <p><b>Fiscal Impact: \$466,110.09</b>                      Warner (#2053): \$275,004.95                      Helendale (#2073): \$191,105.14</p> <p>Roll Call Vote:                      William Hall                      Michael Humphrey                      Steve Fraire                      Susan Houle                      Larry Alvarado                      Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____</p>			
<b>C.</b>	Approval of CliftonLarsonAllen (CLA) Annual Audit Engagement Services between and Tax Enity Compliance Statement of Work	Vote Joe Sorrera	5 m
<p>It is recommended the Board approve the Annual Audit Engagement Services between CliftonLarsonAllen (CLA) and Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053) for the year ended June 30, 2025.</p> <p><b>Fiscal Impact: \$55,000.00</b>                      Warner (#2053): \$34,100.00                      Helendale (#2073): \$20,900.00</p> <p>Roll Call Vote:                      William Hall                      Michael Humphrey</p>			

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

- D. Approval of the Sage Intacct Ageement (Renewal) Vote Joe Sorrera 3 m

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

**Fiscal Impact: \$55,680.00**

Warner (#2053): \$34,521.60

Helendale (#2073): \$21,158.40

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

- E. Approval of the School Pathways LLC Agreement for 2026-27 (Renewal) Vote Heidi Gasca 2 m

It is recommended the Board approve School Pathways LLC Agreement renewal for 2026-2027 for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

**Fiscal Impact: \$138,211.22**

Warner (#2053): \$78,701.29

Helendale (#2073): \$59,509.93

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

Purpose Presenter Time

**X. Education Services 10:32 AM**

- A.** Approval of the Curriculum Associates (iReady Assessment) Agreement (Renewal) Vote Heidi Gasca 2 m

It is recommended the Board approve the Curriculum Associates (iReady Assessment) Renewal Agreement for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

**Fiscal Impact: \$34,840.00**

Warner (#2053): \$21,7600.80

Helendale (#2073): \$13,239.20

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

**XI. Operations 10:34 AM**

- A.** Approval of the Amended Articles of Incorporation Vote Heidi Gasca 2 m

It is recommended the Board approve the amended Articles of Incorporation 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 \_\_\_\_\_

	Purpose	Presenter	Time
<b>XII. Personnel Services</b>			<b>10:36 AM</b>

- |           |   |                     |     |
|-----------|---|---------------------|-----|
| <b>A.</b> | Approval of Educational Leadership Services (ELS) Agreement | Vote<br>Heidi Gasca | 3 m |
|-----------|---|---------------------|-----|

It is recommended the Board approve the Educational Leadership Services (ELS) Agreement for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

**Fiscal Impact: \$16,000.00**  
 Warner (#2053): \$9,920.00  
 Helendale (#2073): \$6,080.00

Roll Call Vote:

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

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

- |           |  |                     |     |
|-----------|--|---------------------|-----|
| <b>B.</b> | Approval of the Professional Services Agreement with Robert Half | Vote<br>Heidi Gasca | 3 m |
|-----------|--|---------------------|-----|

It is recommended the Board approve the professional services agreement with Robert Half for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

**Fiscal Impact: See attached agreement for payment terms.**

Roll Call Vote:

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

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

- |           |  |                     |     |
|-----------|--|---------------------|-----|
| <b>C.</b> | Approval of the Zoom Phones Purchase for Excel Academy Staff | Vote<br>Joe Sorrera | 3 m |
|-----------|--|---------------------|-----|

	Purpose	Presenter	Time
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It is recommended the Board approve the Zoom Phones purchase for Excel Academy Charter Schools, Helendale (#2073) and Warner (#2053).

**Fiscal Impact: \$29,368.23**

Warner (#2053): \$18,208.30

Helendale (#2073): \$11,159.93

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

**XIII. Calendar**

The next scheduled Board Study Session will be held on April 9, 2026.

The next scheduled Regular Board Meeting will be held on May 14, 2026.

**XIV. Comments**

**10:45 AM**

**A.** Board Comments

5 m

**B.** CEO Comments

5 m

**XV. Closing Items**

**10:55 AM**

**A.** Adjourn Meeting

Vote

William Hall

1 m

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

**FOR MORE INFORMATION**

For more information concerning this agenda, contact

Excel Academy Charter School.

# Coversheet

## Minutes of the Regular Board Meeting held on February 12, 2026

**Section:** IV. Approve Minutes  
**Item:** A. Minutes of the Regular Board Meeting held on February 12, 2026  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for Regular Meeting of the Board of Directors on February 12, 2026

APPROVED



## Excel Academy (CA)

# Minutes

### Regular Meeting of the Board of Directors

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#### Date and Time

Thursday February 12, 2026 at 10:05 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:**

**Meeting ID: 822 2953 9052**

**One tap mobile: +17193594580,,82229539052# US**

**<https://us06web.zoom.us/j/82229539052>**

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#### **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**

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### **REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY**

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#### **Directors Present**

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

#### **Directors Absent**

*None*

#### **Guests Present**

L. Hansen

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### **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 Feb 12, 2026 at 10:29 AM.

L. Alvarado made a motion to Bill Hall.

S. Houle seconded the motion.

Mike Humphrey is participating remotely due to recovering from cancer treatment. This qualifies as an emergency circumstance under the Brown Act, which the Board members approved.

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

#### **Roll Call**

S. Fraire     Aye

W. Hall     Aye

S. Houle     Aye

L. Alvarado   Aye

M. Humphrey   Abstain

#### **B. Record Attendance**

S. Houle made a motion to Bill Hall.

S. Fraire seconded the motion.

Mike Humphrey is qualified to participate remotely under emergency circumstances under the Brown Act.

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

## **II. Approve/Adopt Agenda**

### **A. Agenda**

L. Alvarado made a motion to Bill Hall.

S. Houle seconded the motion.

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

## **III. Approve Minutes**

### **A. Approve Minutes**

S. Fraire made a motion to approve the minutes from Regular Meeting of the Board of Directors on 01-08-26.

S. Houle seconded the motion.

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

## **IV. Adjourn to Closed Session**

### **A. The Board will consider and may act on any of the Closed Session matters.**

L. Alvarado made a motion to Bill Hall.

M. Humphrey seconded the motion.

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

## **V. Closed Session**

### **A. Closed Session**

#### **1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Case No. 30-2024-01430946

## **VI. Reconvene Regular Meeting**

### **A. Report out any action taken in closed session.**

No action was taken.

## **VII. Correspondence/Proposals/Reports**

### **A. School Highlights - Presented by Heidi Gasca, Superintendent/CEO**

Heidi's January highlights presentation focused on strategic planning, community engagement, and staff recognition. Here is a concise summary of the key takeaways:

- **Strategic Planning:** Heidi expressed gratitude for the recent **Admin Summit**, noting that the team's collaborative efforts were instrumental in strategizing for the **2026-2027 school year**.
- **Parent Engagement:** A major emphasis was placed on the **"Parent Power-Up"** initiative. This program aligns with core school goals by providing workshops to educate parents on specific curriculum and instructional techniques.
- **Staff Recognition:** The presentation concluded with a special tribute to **Sarah Bobar**. Celebrating 12 years with the school, Sarah was recognized as a "pillar of strength" and a vital mentor whose dedication and transition into ELD support have significantly impacted the staff and student body.

## **B. Multi-Tiered System of Supports (MTSS) Presentation - Presented by Tamara Murphy, Assistant Director of Special Program**

Tamara Murphy's presentation highlighted the growth of the Multi-Tiered System of Supports (MTSS), emphasizing data-driven interventions and early support.

### **1. Program Reach & Impact**

- **WIN ("What I Need"):** Currently serves **675 student interventions** in reading and math.
- **Focus on Literacy:** Efforts are heavily concentrated on **2nd grade** to secure foundational reading skills before 3rd grade.
- **Specialized Plans:** Supports include **35 SST plans** and **80 504 plans**, with a seamless referral process between Special Education and general intervention.
- **Vulnerable Students:** Providing targeted support for **19 unhoused students** and one foster student.

### **2. Key Successes**

- **System Efficiency:** Improved collaboration with principals has given Tier 1 teachers more tools, resulting in a **reduction in required SST meetings**.
- **Positive Engagement:** New weekly "Proud View" emails and incentives have increased student participation and generated "super positive" parent feedback.

### **3. Future Initiatives**

- **New ELA Essentials:** Data supports the creation of a dedicated ELA Essentials class to match current math offerings.
- **Earlier Start Dates:** By using **Spring data** for fall scheduling, the team aims to start interventions a month earlier, bypassing the traditional October delay.

## **C.**

## State Budget Overview - Presented by Joe Sorrera, Director of Business Services

Joe Sorrera's presentation on the 2026-27 State Budget balanced immediate funding gains with long-term economic caution.

### Financial Growth & Risks

- **New Revenue:** The Governor's proposed **2.41% COLA** translates to approximately **\$600,000 in "new money"** for the school.
- **Deficit Concerns:** A **\$22 billion state deficit** is projected for 2027-28. Because California relies heavily on volatile stock market taxes, Joe advised a "conservative budgeting" approach to protect reserves.

### Pension Stability (CalSTRS)

- **Stabilized Rates:** Employer contribution rates have leveled off at **19.10%**, allowing for more predictable multi-year planning.
- **Funding Health:** The CalSTRS pension fund is now **77% funded**, a significant improvement from 66% a decade ago.
- **Market Reliance:** Investment returns account for **60% of every dollar** in the pension fund, highlighting the school's indirect sensitivity to the stock market.

### Enrollment Trends

- **Statewide Decline:** California is projected to lose **1 million students** by 2035 due to lower birth rates and immigration shifts.
- **Strategic Impact:** For Excel, this means increased competition. Maintaining **enrollment stability** and aggressive growth strategies are now essential for long-term fiscal health.

## D. LCAP Mid-Year Report - Presented by Jenny Craig, Director of Operations & Accountability

Jenny Craig's Mid-year LCAP update confirmed that all four primary school goals are **fully implemented**, with student outcomes consistently exceeding state averages:

### LCAP Goal Performance

- **Academic Growth (Goal 1):** Students continue to outperform state averages in ELA and Math (CAASPP). Data-driven instruction and "deep dives" into results ensure targeted academic support.
- **Engagement & Climate (Goal 2):** High ADA (Average Daily Attendance) is driven by effective interventions for English Learners (ELs) and students with disabilities.
- **Safety & Inclusion (Goal 3):** The school maintains a personalized learning environment with vetted providers and consistent translation services for all families.

- **College/Career Readiness (Goal 4):** Expansion of **A-G courses, CTE pathways, and community college partnerships** ensures high schoolers are on track for graduation.

### **Budget & Enrollment**

- **Fiscal Oversight:** Expenditures align with budgeted allocations, monitored by the CBO and Director of Operations to ensure responsibility.
- **Growth Trends:** The **2025-26 budget reflects an increase** specifically due to **rising student enrollment**, requiring additional staff to maintain instructional quality.

## **VIII. Consent**

### **A. Consent - Business/Financial Services**

1. Check Register - January 2026
2. Cash Payments - January 2026
3. Approval of Document Tracking Services (DTS) Licensing Agreement Renewal
4. Approval of SurveyMonkey Agreement

### **B. Consent - Education Student/Services**

1. Approval of the 2026-2027 Excel Academy Academic School Calendar
2. Approval of the 2026-2027 Master Agreement
3. Approval of the 2026-2027 Acknowledgement of Responsibilities
4. Approval of the Overnight Field Trip to Catalina
1. Approval of the 2026-2027 Excel Academy Academic School Calendar
2. Approval of the 2026-2027 Master Agreement
3. Approval of the 2026-2027 Acknowledgement of Responsibilities
4. Approval of the Overnight Field Trip to Catalina

### **C. Consent - Personnel Services**

1. Approval of Certificated Personnel Report
2. Approval of Classified Personnel Report
3. Approval of Excel Academy Charter School Comprehensive Safety Plan Revisions

### **D. Consent - Policy Development**

- M. Humphrey made a motion to Bill Hall.  
L. Alvarado seconded the motion.

#### **Board Policies: Revised**

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

### **3000 Series - Business Services**

#### **3000 - EA Fiscal Control Policy**

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

## **IX. Business Services**

### **A. Approval of Authorization to Establish JPMorgan Chase Sweep Account**

S. Fraire made a motion to Bill Hall.

S. Houle seconded the motion.

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

### **B. Approval of the Imagine Edgenuity Licenses**

S. Fraire made a motion to Bill Hall.

L. Alvarado seconded the motion.

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

## **X. Organizational Structure - Annual Meeting of the Board**

### **A. Approval of the Excel Academy 2026-2027 Board Meeting Calendar**

S. Houle made a motion to Bill Hall.

S. Fraire seconded the motion.

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

### **B. Election of the Excel Academy Charter Schools Board Officer: President**

S. Fraire made a motion to Bill Hall.

M. Humphrey seconded the motion.

Bill Hall was nominated and elected as Board President.

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

### **C. Election of the Excel Academy Charter Schools Board Officer: Vice President**

W. Hall made a motion to Bill Hall.

S. Houle seconded the motion.

Mike Humphrey was nominated and elected as Board Vice President.

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

### **D. Election of the Excel Academy Charter Schools Board Officer: Clerk**

M. Humphrey made a motion to Bill Hall.

S. Houle seconded the motion.

Steve Fraire was nominated and elected as Board Clerk.

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

## **XI. Board Comments**

## **A. Comments**

The board concluded the session with a strong, unified message of gratitude and commendation for the entire Excel Academy team.

Susan opened the comments with a personal reflection on her commitment to the school's mission, expressing profound gratitude for the opportunity to continue witnessing the "great work" being done.

This sentiment of appreciation was echoed by Mike and Steve, who both specifically lauded Heidi's leadership and emphasized that the school's success is a result of a "wonderful group" and a "unity of purpose."

Larry characterized the presentations as "great information" provided by a "stellar staff," while Steve made a point to recognize not only the leaders present but also the many staff members working behind the scenes.

Overall, the board's remarks painted a picture of a highly cohesive organization where the leadership and staff are deeply aligned in their efforts to support students.

## **XII. CEO Comments**

### **A. Comments**

Heidi concluded with a heartfelt acknowledgment of the board's leadership, specifically thanking President Hall, Vice President Mike, and Clerk Steve for their commitment, while sharing her joy at seeing Susan in attendance. She also highlighted Larry's recent contribution, noting that his expertise added significant value during the team's Admin Summit.

Turning to a major strategic update, Heidi revealed that the school has officially submitted a charter petition to Irvine Unified School District. While she anticipates that "legislative tension" and current moratoriums may lead to a denial at the district level—requiring an eventual appeal to the county—she emphasized the importance of following the proper legal sequence.

The team is currently preparing a 20-minute presentation for a public hearing on March 10th. Heidi noted that they have been studying the Irvine board's culture to ensure their pitch is as effective as possible, framing the move as a vital step toward securing the school's long-term stability and longevity.

## **XIII. 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 11:23 AM.

Respectfully Submitted,  
W. Hall

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

# Coversheet

## School Highlights - Presented by Heidi Gasca, Superintendent/CEO

**Section:** VI. Correspondence/Proposals/Reports  
**Item:** A. School Highlights - Presented by Heidi Gasca, Superintendent/CEO  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** EACS February 2026 Board Update.pdf



# Enrollment Data

## Academic Path



**NEW Students**  
registered for the  
2026/27 school year  
since March 2nd!

## Student Count: 1,944



TK-6th  
1,308 Students

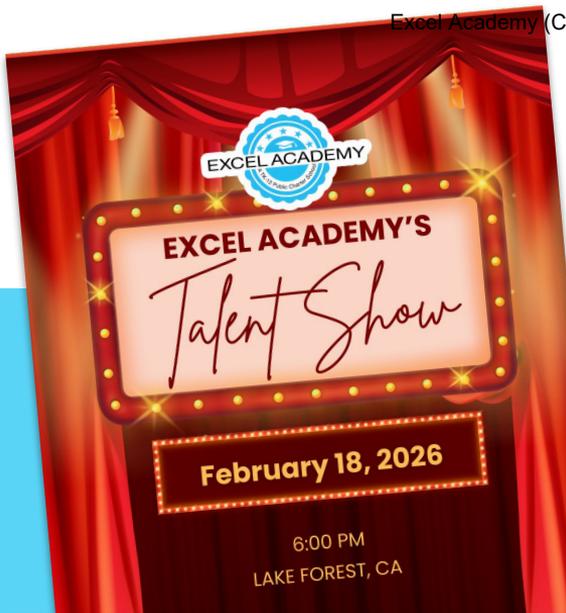


7th-8th  
298 Students



9th-12th  
338 Students

# EACS Talent Show



Students participated in Excel's very first live talent show! From singing to spoken word, tap dancing to instrumental performances, our students showed just how gifted they are!





## Virtual Path

- Launched Virtual TK!
- 92% of families surveyed reported being happy with the Virtual Pathway.
- Collaborated on a new VP marketing video with live teacher lessons



## Secondary

- Presented at CCSA - Go for Gold Goal Setting
- Held 7 Welcome to High School orientations.
  - 82 personalized 8th graders attended
- Counselors provided orientation for VP students

# General Education Highlights

## Elementary

- ToRs gave Winter reading fluency assessments
- Introduced our Math Performance Focus: 1. Providing math performance task practice for each learning period to better prepare students. 2. Focusing on math fact fluency to build stamina for testing.
- ToRs and Admin completed parent curriculum resources for 12 separate curricula:
- ToRs learned about curricula from one another in our ToR Team Meeting.



## GOING FOR GOLD MISSION-DRIVEN GOAL SETTING

- M** Map the goal
- I** Instruct and develop
- S** See the progress
- S** Stay on course
- I** Illuminate the wins
- O** Optimize the path
- N** Next steps forward



## Introduction



Lorrie Wood - Principal  
Creative visionary with  
students at the center



Tori Firetag - Asst. Principal  
Partnering in vision  
development and student  
support





JOIN US AT

# UPRISE!

AN EXCEL EXCLUSIVE  
TRAMPOLINE PARK  
EVENT

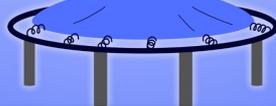
27  
FEB

8  
REGIONS

1-3  
PM

FOR EXCEL STUDENTS ONLY

SPOTS ARE LIMITED  
IN EACH REGION



Over 300 students attended Uprise!, Excel's trampoline park community event held in 8 regions. Students had fun jumping and playing together. We love building community!

Powered by BoardOnTrack



# Staff Spotlight

Now in her second year as our EACS Music Teacher, Casey Lipka has become a true gem within our community, seamlessly blending glowing musical talent with a calm and caring demeanor. From leading TK-6 elementary music classes to mentoring our Middle and High School music clubs, Casey ensures that every student has a voice—a mission she further supports through her popular weekly Sing-along drop-in classes. Her incredible organizational skills recently culminated in our first-ever in-person Talent Show, where she successfully provided a spotlight for 22 student performers. Whether she is teaching a new melody or offering her support to staff and students alike, Casey's presence harmonizes perfectly with the spirit of our school.

A professional headshot of Casey Lipka, a woman with long dark hair, smiling. She is wearing a black top and a necklace with a blue pendant. The background is a soft, out-of-focus blue.

**Casey Lipka**  
*Music Teacher*

# Professional Development in February

## General Education:

- ❖ **Mathematics Framework Professional Development Programs: Silicon Valley Mathematics**

## Special Programs:

- ❖ **Military Culture: A Guide for Extension Professionals**

## Special Education:

- ❖ **SELPA Charter Learning Session**

## Leadership:

- ❖ **California Charter School Association (CCSA) Conference**
- ❖ **OC Superintendent Charter Leaders**
- ❖ **CALSAAS Training**



# Thank you!

# Coversheet

## Consent - Business/Financial Services

**Section:** VII. Consent  
**Item:** A. Consent - Business/Financial Services  
**Purpose:**  
**Submitted by:**  
**Related Material:** 02.10.26\_Semi\_Monthly\_Cash Requirement\_-\_No\_EIN.pdf  
02.26.26 Semi Monthly Cash Requirement without EIN.pdf  
02.26.26 Monthly Cash Requirement Report - without EIN.pdf  
Semi\_Monthly\_\_\_Monthly\_Check register totals.pdf

**Cash Requirements Statement****EXCEL ACADEMY CHARTER SCHOOLS**

Transaction #: CAB4B7678

Period Ending: 01/31/2026

Check Date: 02/10/2026

Client: 10056

EIN:

PAYCOM Impound Date: 02/09/2026

*A wire request for \$34,499.77 will be sent to your bank on 02/06/2026***Items**

Checks / Vouchers	14
Additional Direct Deposit Accounts	1

**Billing**

Check Processing/Tax Service	570.61
Direct Deposit	7.25
Jurisdiction Filing	30.00
Garnishment Fee this Payroll	No Charge
<b>Total Billing</b>	<b>607.86</b>

**Tax Deposits**

	Employee Deductions	Employer Liability	Total Deposit
FICA/Social Security	1,842.64	1,842.64	3,685.28
Medicare	540.40	540.40	1,080.80
Federal W/H Tax	2,069.75		2,069.75
California W/H Next Day	1,158.67		1,158.67
California SDI Next Day	493.25		493.25
California ETT Qtrly		16.69	16.69
California SUTA		483.70	483.70
<b>Total Tax Deposits</b>	<b>6,104.71</b>	<b>2,883.43</b>	<b>8,988.14</b>

**Paycom Cash Requirements**

Net Direct Deposits - Paycom Pay	23,137.47
Direct Deposit Distribution - Paycom Pay	1,766.30
Taxes - PAYCOM Resp.	8,988.14
Payroll Fee	607.86
<b>Total Paycom Cash Requirements</b>	<b>34,499.77</b>

**Other Cash Requirements**

Manual Checks	5,000.70
<b>Total Other Cash Requirements</b>	<b>5,000.70</b>

**Total Cash Requirements****39,500.47**

# Cash Requirements Statement

## EXCEL ACADEMY CHARTER SCHOOLS

Transaction #: CAB4B7678

Period Ending: 01/31/2026

Check Date: 02/10/2026

Client: 10056

EIN:

PAYCOM Impound Date: 02/09/2026

***A wire request for \$34,499.77 will be sent to your bank on 02/06/2026***

### Footnotes

The price adjustment of 3.85% will be effective March 1, 2026. We value and appreciate your partnership. If you have any questions about your pricing, please contact your dedicated specialist.



**Cash Requirements Statement****EXCEL ACADEMY CHARTER SCHOOLS**

Transaction #: BBE75189B

Period Ending: 02/15/2026

Check Date: 02/26/2026

Client: 10056

EIN:

PAYCOM Impound Date: 02/25/2026

*A wire request for \$27,866.80 will be sent to your bank on 02/24/2026***Items**

Checks / Vouchers	15
Additional Direct Deposit Accounts	1

**Billing**

Check Processing/Tax Service	585.60
Direct Deposit	7.25
Jurisdiction Filing	30.00
Garnishment Fee this Payroll	No Charge
Additional Services	38.00
<b>Total Billing</b>	<b>660.85</b>

**Tax Deposits**

	Employee Deductions	Employer Liability	Total Deposit
FICA/Social Security	1,457.68	1,457.68	2,915.36
Medicare	443.68	443.68	887.36
Federal W/H Tax	1,263.29		1,263.29
California W/H Next Day	837.56		837.56
California SDI Next Day	404.09		404.09
California ETT Qtrly		4.04	4.04
California SUTA		117.22	117.22
<b>Total Tax Deposits</b>	<b>4,406.30</b>	<b>2,022.62</b>	<b>6,428.92</b>

**Paycom Cash Requirements**

Net Direct Deposits - Paycom Pay	19,177.46
Direct Deposit Distribution - Paycom Pay	1,599.57
Taxes - PAYCOM Resp.	6,428.92
Payroll Fee	660.85
<b>Total Paycom Cash Requirements</b>	<b>27,866.80</b>

**Other Cash Requirements**

Manual Checks	4,337.67
<b>Total Other Cash Requirements</b>	<b>4,337.67</b>

# Cash Requirements Statement

## EXCEL ACADEMY CHARTER SCHOOLS

Transaction #: BBE75189B

Period Ending: 02/15/2026

Check Date: 02/26/2026

Client: 10056

EIN: 47-4121751

PAYCOM Impound Date: 02/25/2026

*A wire request for \$27,866.80 will be sent to your bank on 02/24/2026*

**Total Cash Requirements**

32,204.47



# Cash Requirements Statement

## EXCEL ACADEMY CHARTER SCHOOLS

Transaction #: C8BEF4031

Period Ending: 02/28/2026

Check Date: 02/26/2026

Client: 10056

EIN:

PAYCOM Impound Date: 02/25/2026

***A wire request for \$970,445.00 will be sent to your bank on 02/24/2026***

### Items

Checks / Vouchers	130
Additional Direct Deposit Accounts	21

### Billing

Check Processing/Tax Service	2,310.79
Direct Deposit	12.25
Jurisdiction Filing	30.00
Garnishment Fee this Payroll	No Charge
<b>Total Billing</b>	<b>2,353.04</b>

### Tax Deposits

	Employee Deductions	Employer Liability	Total Deposit
FICA/Social Security	7,155.46	7,155.46	14,310.92
Medicare	15,219.95	15,219.95	30,439.90
Federal W/H Tax	78,647.52		78,647.52
California W/H Next Day	39,822.46		39,822.46
California SDI Next Day	13,404.18		13,404.18
California ETT Qtrly		25.49	25.49
California SUTA		739.93	739.93
Hawaii W/H Semiweekly	749.21		749.21
Hawaii SUTA		174.88	174.88
Oregon W/C Tax EE	1.46		1.46
Oregon W/C Tax ER		1.46	1.46
Oregon W/H Next Day	565.72		565.72
Oregon EE PFML	42.83		42.83
Oregon SUTA		271.27	271.27
Oregon Transit Tax	7.14		7.14
Oregon ER PFML		28.56	28.56
<b>Total Tax Deposits</b>	<b>155,615.93</b>	<b>23,617.00</b>	<b>179,232.93</b>

### Paycom Cash Requirements

Net Direct Deposits - Paycom Pay	747,149.19
Direct Deposit Distribution - Paycom Pay	41,709.84

**Cash Requirements Statement****EXCEL ACADEMY CHARTER SCHOOLS**

Transaction #: C8BEF4031

Period Ending: 02/28/2026

Check Date: 02/26/2026

Client: 10056

EIN: 47-4121751

PAYCOM Impound Date: 02/25/2026

*A wire request for \$970,445.00 will be sent to your bank on 02/24/2026*

Taxes - PAYCOM Resp.	179,232.93
Payroll Fee	2,353.04
<b>Total Paycom Cash Requirements</b>	<b>970,445.00</b>
<b>Total Cash Requirements</b>	<b>970,445.00</b>



02/10/26 SM Payroll

Total Company									
<b>Company Totals</b>	Regular	832.72	28,555.38	Federal W/H	2,069.75	403B \$ FBC	100.00	1 Check	5,000.70
	Overtime	7.82	360.37	Medicare	540.40	403B Match	100.00	13 DD Vouchers	23,137.47
	EXCEL Sick	24.15	739.41	Social Security	1,842.64	457B \$ FBC	687.00	1 DD Distributions	1,766.30
	EXCEL:	117.00	4,388.14	California State W/H	1,158.67	457B \$ FBC Memo	670.56	NET PAY	29,904.47
	Vacation MSM			CaliforniaSDI Tax	493.25	7%			
	Cash In Lieu		409.09			Accident Plan	4.33		
	Education		265.15			Basic Life Insurance	39.11		
	Stipend					ER Memo			
	Holiday	72.00	2,276.40			CAL STRS 10.205%	62.36		
	Meal Penalty		169.45			CAL STRS 10.25%	468.38		
	Premium					CAL STRS Match	989.50		
	Phone/Internet		500.00			Dental PPO High - EE	59.18		
	Stipend					Cost			
	Supply Stipend		50.00			Dental PPO Low	96.74		
	GROSS	1,053.69	37,713.39			Expense	-85.91		
						Reimbursement (-)			

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Page: 4 of 5

EXCEL ACADEMY CHARTER SCHOOLS  
Client: 10056

Check Register Report

Sorted on Department Code  
Period Ending: 01/31/2026  
Check Date: 02/10/2026  
Transaction: CAB4B7678

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
						Flexible Spending Account	200.00	
						Kaiser HMO - EE Cost	31.90	
						Kaiser HMO - ER Cost	419.25	
						Long Term Disability - EE Cost	6.03	
						Medical HMO - ER Cost	2,711.40	
						Medical Low PPO - ER Cost	564.32	
						Pet Insurance	18.70	
						Vision - EE Cost	55.50	
Total Net Pay								<u>29,904.47</u>

02/26/26 SM Payroll

Total Company									
<b>Company Totals</b>	Regular	798.60	26,522.72	Federal W/H	1,263.29	403B \$ FBC	100.00	2 Checks	4,337.67
	Overtime	3.22	148.03	Medicare	443.68	403B Match	100.00	13 DD Vouchers	19,177.46
	EXCEL: CA	2.00	81.26	Social Security	1,457.68	457B \$ FBC	537.00	1 DD Distributions	1,599.57
	Sick			California State W/H	837.56	457B \$ FBC Memo	486.54	NET PAY	25,114.70
	EXCEL Sick	8.22	242.91	CaliforniaSDI Tax	404.09	7%			
	EXCEL:	20.00	579.60			Accident Plan	4.33		
	Vacation MSM					Basic Life Insurance	37.27		
	Cash In Lieu		309.09			ER Memo			
	Education		265.15			CAL STRS 10.205%	54.32		
	Stipend					CAL STRS 10.25%	420.07		
	Meal Penalty		74.15			CAL STRS Match	884.42		
	Premium					Dental PPO High - EE	59.18		
	Phone/Internet		450.00			Cost			
	Stipend					Dental PPO Low	96.74		
	Severance Pay		2,318.40			Expense	-13.34		
	Supply Stipend		50.00			Reimbursement (-)			
	GROSS	832.04	31,041.31			Flexible Spending	200.00		
						Account			
						Kaiser HMO - EE Cost	31.90		
						Kaiser HMO - ER Cost	419.25		
						Long Term Disability -	6.03		
						EE Cost			
						Medical HMO - ER	2,711.40		
						Cost			
						Medical Low PPO -	564.32		
						ER Cost			
						Mileage	-50.12		
						Pet Insurance	18.70		

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Page: 4 of 5

EXCEL ACADEMY CHARTER SCHOOLS  
Client: 10056

### Check Register Report

Sorted on Department Code  
Period Ending: 02/15/2026  
Check Date: 02/26/2026  
Transaction: BBE75189B

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
						Vision - EE Cost 55.50	<input type="checkbox"/>
Total Net Pay							<u>25,114.70</u>



02/26/26 MO Payroll

EXCEL ACADEMY CHARTER SCHOOLS  
Client: 10056

Check Register Report

Sorted on Department Code  
Period Ending: 02/28/2026  
Check Date: 02/26/2026  
Transaction: C8BEF4031

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>	
	Stipend GROSS		696.00	24,303.65		Flexible Spending Account 75.00 Kaiser HMO - EE Cost 553.96 Kaiser HMO - ER Cost 2,800.00 Long Term Disability - EE Cost 24.71 Medical HMO - ER Cost 2,108.85 Pet Insurance 11.75 Vision - EE Cost 39.36 Vison - ER Cost 9.96			
<b>Total Company</b>									
<b>Company Totals</b>	Regular		17,716.64	950,258.83	Federal W/H 78,647.52	403B \$ 1,640.00	130 DD Vouchers 747,149.19		
	EXCEL Sick		447.50	24,159.51	Medicare 15,219.95	403B \$ FBC 4,396.17	21 DD Distributions 41,709.84		
	EXCEL: Vacation MSM		62.50	3,959.70	Social Security 7,155.46	403B Match 1,609.68	NET PAY 788,859.03		
	Cash In Lieu			9,404.20	California State W/H 39,822.46	403b \$ Roth 650.00			
	Education			13,588.02	Hawaii State W/H 749.21	457B \$ FBC 10,031.00			
	Stipend				Oregon State W/H 565.72	457B \$ FBC Memo 2,908.93			
	Holiday	120.00		5,621.09	Oregon EE W/C Assessment 1.46	7% 7%			
	Phone/Internet			12,800.00	Oregon EE PFML 42.83	Accident Plan 295.78			
	Stipend				Oregon Transit Tax 7.14	Basic Life Insurance 1,506.50			
	Stipend Tier 2			3,500.00	CaliforniaSDI Tax 13,404.18	ER Memo			
	Extra Curricula					CAL STRS 10.205% 31,867.48			
	Stipend Tier 3			4,800.00		CAL STRS 10.25% 62,982.06			
	Tech Oversight					CAL STRS Match 177,005.73			
	Stipend Tier 4-1			8,720.00		CalSTR 8.0% DBS 305.48			
	Cert OVS I					CalSTR 8.25% DBS Match 315.00			
	Stipend Tier 5			10,125.00		Critical Illness EE - 10k 169.18			
	CE II					Critical Illness EE - 20k 292.66			
	Stipend Tier 5			1,200.00		Dental HMO - EE Cost 256.14			
	Certificated					Dental Low - ER Cost 46.09			
	Supply Stipend			5,350.00		Dental PPO High - EE Cost 2,639.05			
	Universe PreK			5,931.87		Dental PPO Low 2,447.78			
	Stipend					Expense Reimbursement (-) -9,481.75			
	Virtual Class 1			3,900.00		FSA Dependent 500.00			
	Stipend					Flexible Spending Account 2,434.96			
	Virtual Class 2			7,150.00		Health Savings Account 1,617.52			
	Stipend					Hospital Indemnity 356.09			
	Virtual Class 3			1,950.00					
	Stipend								
	Virtual			3,000.00					
	Essentials ETL								
	Virtual			7,500.00					
	Intervention								



EXCEL ACADEMY CHARTER SCHOOLS  
Client: 10056

### Check Register Report

Sorted on Department Code  
Period Ending: 02/28/2026  
Check Date: 02/26/2026  
Transaction: C8BEF4031

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
	ETL						
	GROSS		18,346.64	1,082,918.22		Kaiser HMO - EE Cost 8,209.08 Kaiser HMO - ER Cost 36,599.38 Long Term Disability - EE Cost 656.75 Medical HMO - EE Cost 2,656.18 Medical HMO - ER Cost 37,186.04 Medical High PPO - EE Cost 1,367.34 Medical High PPO - ER Cost 5,197.33 Medical Low PPO 7,680.27 Medical Low PPO - ER Cost 18,165.57 Medical PPO w/ HSA - EE Cost 2,327.65 Medical PPO w/ HSA - ER Cost 6,026.53 Pet Insurance 159.89 Vision - EE Cost 1,152.03 Vision - ER Cost 9.96 Voluntary Life & AD&D 746.46 Voluntary Life Child 18.96 Voluntary Life Spouse 69.05	
Total Net Pay							<u>788,859.03</u>

# Coversheet

## Consent - Operations

**Section:** VII. Consent  
**Item:** B. Consent - Operations  
**Purpose:**  
**Submitted by:**  
**Related Material:** Conflict of Interest Code (COI) 2026.pdf  
REDLINE Conflict of Interest Code (COI) 2026.pdf

**BACKGROUND:**

Excel Academy Charter Schools requests the Board approve revisions to the Conflict of Interest Code. The updates include changes to designated positions, with updated titles. These changes improve role-specific disclosure and ensure compliance with the updated organizational structure.

## EXCEL ACADEMY CHARTER SCHOOLS CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for **Excel Academy Charter Schools (EACS)**.

Individuals holding designated positions shall file statements of economic interests with **EACS**, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by **EACS**.

### APPENDIX A DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of the Governing Board	1, 2
Chief Executive Officer	1, 2
Chief Financial Officer	1, 2
Secretary	2
Director of Human Resources	3
Director of Education	3
Director of Special Education	3
Director of Operations & Accountability	3
Consultants/New Positions	*

\*Consultants/new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Chief Executive Officer or designee may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer or designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Gov. Code Sec. 81008).

## **APPENDIX B DISCLOSURE CATEGORIES**

### Category 1

Designated positions assigned to this category must report:

- a. Interests in real property located in whole or in part within a two-mile radius:
  - of any school district that has authorized an EACS charter school, or
  - of any facility utilized by EACS’s charter schools, or
  - of a proposed site for an EACS facility.
- b. Investments and business positions in business entities, and sources of income (including gifts, loans, and travel payments) that engage in the purchase or sale of real property or are engaged in building construction or design.

### Category 2

Designated positions assigned to this category must report:

Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by EACS.

### Category 3

Designated positions assigned to this category must report:

Investments and business positions in business entities and sources of income (including receipt

of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the designated position's department.

## EXCEL ACADEMY CHARTER SCHOOLS CONFLICT OF INTEREST CODE

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Individuals holding designated positions shall file statements of economic interests with **EACS**, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by **EACS**.

### APPENDIX A DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of the Governing Board	1, 2
Chief Executive Officer	1, 2
Chief Financial Officer	1, 2
Secretary	1, 2
<del>Executive Director(s)</del>	<del>3</del>
Director of Human Resources	3
Director of Education	3
Director of Special Education	3
Director of Operations & Accountability	3
Consultants/New Positions	*

\*Consultants/new positions shall be included in the list of designated positions and shall disclose

pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Chief Executive Officer or designee may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer or designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Gov. Code Sec. 81008).

## **APPENDIX B DISCLOSURE CATEGORIES**

### Category 1

Designated positions assigned to this category must report:

- a. Interests in real property located in whole or in part within a two-mile radius:
  - of any school district that has authorized an EACS charter school, or
  - of any facility utilized by EACS’s charter schools, or
  - of a proposed site for an EACS facility.
- b. Investments and business positions in business entities, and sources of income (including gifts, loans, and travel payments) that engage in the purchase or sale of real property or are engaged in building construction or design.

### Category 2

Designated positions assigned to this category must report:

Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by EACS.

### Category 3

Designated positions assigned to this category must report:

Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the designated position's department.

# Coversheet

## Consent Items - Policy Development

**Section:** VII. Consent  
**Item:** D. Consent Items - Policy Development  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EACS BUS Consent - Board Policies - March 2026.pdf

**EXCEL ACADEMY CHARTER SCHOOLS**

**Agenda Item:**

**Date:** March 12, 2026

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

**Item Requires Board Action:** X

**Item is for Information Only:** \_\_\_\_\_

**Item:** Approval of existing board policies reviewed and revised by staff for the 2025-2026 school year.

**Background:**

In order to ensure adherence with State and federal laws, it is recommended the Board approve the following policies as presented.

**REVISED**

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

***6000 Series - Instruction***

6010 - EA Independent Study Policy

- Clarified language around missed assignments within a learning period

6030 - EA Education for Foster and Mobile Youth Policy

- Added additional factors to determine best interest for the least restrictive environment for students
- Clarified the transfer of coursework and credits for foster youth
- Added “The Charter School shall also provide written notice of the availability of the exemption to the student’s educational rights holder, social worker, or probation officer, and shall document the notification in the student’s educational record.”
- Included disclaimer about eligibility, that “a foster youth shall remain eligible for the exemption even if the student is no longer under the jurisdiction of the court.”

6080 - EA Alternative Diploma Policy

- Changed the word “civics” to US Government

6116 - EA Discipline and Involuntary Withdrawal Policy

- Added Ed. code 48200 to clearly state the law for students being enrolled in school, and clarification of a student’s enrollment at EACS through the involuntary withdrawal process.

6210 - EA Graduation Policy

- Reformatted course requirements to match the CDE template
- Updated Executive Director to Superintendent
- Added specifics on Advanced Placement exam requirements
- Added Alternative Diploma section

**Final Clean Versions of Revised Policies:**

[6010](#)  
[6030](#)  
[6080](#)  
[6116](#)  
[6210](#)

**Redline Versions of Revised Policies:**

[6010](#)  
[6030](#)  
[6080](#)  
[6116](#)  
[6210](#)

# Coversheet

## Approval of the Fourth Amended Bylaws of Excel Academy Charter Schools

**Section:** VIII. Board Governance  
**Item:** A. Approval of the Fourth Amended Bylaws of Excel Academy Charter Schools  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Fourth Amended Bylaws of Excel Academy Charter Schools (January 12\_ 2023).pdf  
REDLINE Fourth Amended Bylaws of Excel Academy Charter Schools (January 12\_ 2023).pdf

**FOURTH AMENDED AND RESTATED BYLAWS  
OF  
EXCEL ACADEMY CHARTER SCHOOLS  
(A California Nonprofit Public Benefit Corporation)**

**Adopted on March 12, 2026**

**ARTICLE I. NAME**

Section 1.01 Corporate Name. The name of this corporation is Excel Academy Charter Schools (hereinafter, the “Corporation”).

**ARTICLE II. OFFICES**

Section 2.01 Principal Office. The principal office of the Corporation is located at 1 Technology Drive I-811, Irvine, CA 92618. The Board of Directors (“Board”) may change the principal office from one location to another within the State of California.

Section 2.02 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

**ARTICLE III. PURPOSES**

Section 3.01 Description in Articles. The Corporation’s general and specific purposes are described in its Articles of Incorporation.

**ARTICLE IV. DEDICATION OF ASSETS**

Section 4.01 Dedication of Assets. This Corporation’s assets are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon dissolution of the Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed as set forth in its Articles of Incorporation.

**ARTICLE V. NO MEMBERS**

Section 5.01 No Members. The Corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 5.02 Authority Vested in the Board. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the Board. All rights that would otherwise vest under the California Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

Section 5.03 Associates. The Corporation may use the term “members” to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

## ARTICLE VI. BOARD OF DIRECTORS

Section 6.01 General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and any limitations of the Articles of Incorporation or these Bylaws, the Corporation's activities and affairs shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the Corporation's activities to any person(s), management company, or committees, however composed, provided that the Corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 6.02 Specific Powers. Without prejudice to such general powers, but subject to the same limitations, the Board shall have the following powers:

- (a) To approve personnel policies and monitor their implementation; to select and remove certain officers, agents, and employees of the Corporation, and to prescribe such powers and duties for them as are compatible with law, the Articles of Incorporation, or these Bylaws; to fix their compensation;
- (b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations to do so which are not inconsistent with law, the Corporation's Articles of Incorporation, or these Bylaws;
- (c) To change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California;
- (d) To borrow money and incur indebtedness for the Corporation's purposes and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefore;
- (e) To carry on a business and apply any revenues in excess of expenses that result from the business activity to any activity that it may lawfully engage in;
- (f) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;
- (g) To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange, and expend funds and property subject to such trust; and
- (h) To enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of the Corporation's purposes.

Section 6.03 Number of Directors. The Board shall consist of a minimum of three (3) and no more than nine (9) Directors, with the actual number to be determined from time to time by the Board.

If a charter authorizer representative serves on the Board pursuant to Education Code Section 47604(c), the Board may elect an additional Director to maintain an odd number of Directors, even in excess of the

nine (9) Director limit described in this section.

Section 6.04 Election of Directors. Unless an alternative process is adopted or implemented by the Board, candidates shall be nominated, evaluated and elected by a majority vote of the Directors then in office, typically at the Board's annual meeting. All Directors shall have full voting rights.

Section 6.05 Terms of Office. With the exception of the initial Board that served five-year terms, each Director shall hold office for a three-year term, but the Board may designate a particular Director to serve a one-, two- or three-year term in order to maintain staggered terms on the Board. Each incumbent Director shall serve until a successor has been elected and seated by the Board. There shall be no limitation on the number of consecutive terms to which a Director may be re-elected.

Section 6.06 Events Causing Vacancies on Board. A vacancy on the Board shall be deemed to exist if a Director dies, resigns, is removed, or if the authorized number of Directors is increased. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law. Vacancies on the Board shall be filled by the vote of a majority of Directors then in office. Each Director so elected shall hold office until the expiration of the term of the replaced Director and until a successor has been duly elected and seated by the Board.

Section 6.07 Removal. Any Director may be removed at any time by a majority vote of the Board, with or without cause.

Section 6.08 Resignation. Subject to Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the Superintendent/Chief Executive Officer and the Board President, or the Board as a whole, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before then to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without at least one (1) Director in charge of its affairs.

Section 6.09 Brown Act and Charter Schools Act Compliance; Location of Meetings. Meetings of the Board with respect to charter school operations shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Government Code Sections 54950, *et seq.*) ("Brown Act") and the Charter Schools Act.

Section 6.10 Annual Meetings. The Board shall meet annually for the purpose of organization, election of directors and officers, and the transaction of such other business as may properly be brought before the meeting.

Section 6.11 Regular Meetings. The Board shall hold regular meetings, along with the annual meetings, at such times and places as may from time to time be fixed by the Board. Regular meetings of the Board related to charter school operations shall be called, held, and conducted in accordance with the Brown Act and the Charter Schools Act, including that agendas for such meetings will be posted seventy two (72) hours prior to the meeting in a location that is freely accessible to members of the public and on the school's website. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.12 Special Meetings. Special meetings of the Board for any purpose may be called at

any time by the Superintendent/Chief Executive Officer, the Board President, or any two Directors. Notice of the time and place of special meetings shall be delivered to each Director personally or by telephone or email. Notice of special meetings related to charter school operations shall be provided at least twenty-four (24) hours prior to the meeting and shall be held in locations and in a manner consistent with the Brown Act and the Charter School Act.

Section 6.13 Quorum. A majority of the actual number of Directors then in office shall constitute a quorum. Every action taken or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board, subject to the provisions of Corporations Code Section 5212 (appointment of committees), Section 5233 (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) (indemnification of directors), and except as may be otherwise provided under the Political Reform Act, if applicable. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, but no action can be taken unless and until a quorum is restored. Directors may not vote by proxy.

Section 6.14 Participation by Teleconference. Directors may participate in a meeting of the Board through the use of teleconference telephone, electronic video communication, or similar communications equipment, so long as each Director participating in such meeting can communicate with all of the other Directors concurrently and is provided the means of participating in all matters before the Board. In addition, a Board meeting related to charter school operations must be noticed and conducted in compliance with Section 54953(b) of the Brown Act and the Charter Schools Act, including without limitation the following:

- (a) At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the Corporation's jurisdiction;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) Agendas shall be posted at all teleconference locations, with each location identified in the notice and agenda of the meeting;
- (d) All locations where a member of the Board participates via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- (f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 6.15 Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting the lack of notice to such Director prior thereto or at its commencement. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 6.16 Action Without Meeting. The Board may take action without a meeting with

respect to activities that are not related to charter school operations, if any, so long as all Directors on the Board consent in writing to such action and if allowed by applicable law under the Government and Educations Codes. Such written consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the Board.

Section 6.17 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 6.18 Compensation and Reimbursement. Directors may receive such compensation for their service as Directors and/or officers as the Board may establish by resolution to be just and reasonable compensation as to the Corporation at the time that the resolution is adopted. The Board may approve the reimbursement of a Director's actual and necessary expenses incurred when conducting the Corporation's business.

Section 6.19 Interested Person. No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

## ARTICLE VII. BOARD OFFICERS

Section 7.01 Board Officers. The Corporation shall have the following Board officer positions, which shall be filled by Directors currently serving on the Board pursuant to Section 7.02 below, and who shall have such authority and duties as the Board may determine including the following:

(a) Board President, who shall ensure that Board meetings are conducted in an efficient, transparent and orderly manner, including without limitation the following duties:

- Call the meeting to order at the appointed time and preside over the meeting;
- 
- Announce the business to come before the Board in its proper order;
- Enforce these bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act and Charter Schools Act;
- Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference;
- Facilitate the Board's effective deliberation, ensuring that each Director has an opportunity to participate and that the discussion remains focused;
- Rule on issues of parliamentary procedure; and
- Put motions to a vote, and clearly state the results of the vote.

(b) Board Vice President, who shall preside at Board meetings and fulfill the Board President's responsibilities described above in the absence of the Board President.

(c) Board Clerk, who may preside at Board meetings and fulfill the Board President's responsibilities described above in the absence of the Board Vice President or the Board

President. In addition to the Board President, the Board Clerk shall review the Board approved minutes of this Corporation.

Section 7.02 Election of Board Officers. The Board officers shall be elected annually by a majority vote of the Board at a regular or special meeting of the Board, shall serve at the pleasure of the Board for one (1) year terms without a limitation on the number of consecutive terms, and shall hold their respective offices until their resignation, removal, or other disqualification from service.

Section 7.03 Removal of Board Officers. Any Board officer may be removed, with or without cause, by a majority vote of the Board at any time. Such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 7.04 Resignation of Board Officers. Any Board officer may resign at any time by giving written notice to the Board, but without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Any such resignation shall take effect upon receipt of that notice or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.05 Board Officer Vacancies. A vacancy in any Board office for any reason shall be filled in the manner provided in Section 7.02 for the election of Board officers, except that such vacancies shall be filled as they occur (rather than annually).

#### **ARTICLE VIII. CORPORATE OFFICERS**

Section 8.01 Corporate Officers. The Corporation shall have the following corporate officer positions, which are typically held by employees or contractors of the Corporation, who shall have the following duties and shall serve pursuant to their contracts of employment:

(a) Superintendent/Chief Executive Officer, who shall be the general manager and chief executive officer of the Corporation, and, subject to the control of the Board and their employment contract, shall generally supervise, direct, and control the activities, affairs, and employees of the Corporation, and shall see that all resolutions of the Board are carried into effect, and shall perform any and all other duties assigned by the Board, and by contract if an employee. The Superintendent/Chief Executive Officer shall be reported on the Statement of Information filed with the Secretary of State as the Chief Executive Officer of the Corporation.

(b) Chief Financial Officer, who shall supervise the charge and custody of all funds of this Corporation, the deposit of such funds in the manner prescribed by the Board, and the keeping and maintaining of adequate and correct accounts of the Corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Chief Financial Officer shall be reported on the Statement of Information filed with the Secretary of State as the Chief Financial Officer of the Corporation.

(c) Secretary, who shall be responsible for keeping a full and complete record of the proceedings of the Board and its committees, giving such notices as may be proper and necessary, keep the minute books of this Corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Secretary shall be reported on the Statement of Information filed with the Secretary of State as the Secretary of the Corporation.

Section 8.02 Duplication of Office Holders. Any number of offices may be held by the same person, except that neither the Secretary, the Treasurer (if any) nor the Chief Financial Officer may serve concurrently as the Board President or the Superintendent/Chief Executive Officer.

Section 8.03 Compensation of Officers. Subject to Section 6.18 above, the salaries of officers, if any, shall be fixed from time to time by resolution of the Board, or in the case corporate officers hired by the Superintendent/Chief Executive Officer, the Superintendent/Chief Executive Officer shall have the authority to fix such corporate officers' salaries, if any. In all cases, any salaries received by the Corporation's officers shall be reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the charitable purposes of the Corporation.

## ARTICLE IX. COMMITTEES

Section 9.01 Board Committees. The Board may create one or more committees, each consisting of two (2) or more Directors or others to serve at the pleasure of the Board, and may delegate to such committee any of the authority of the Board, except with respect to:

- (a) Final action on any matter that, by law, requires approval of all of the Directors or a majority of all of the Directors;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) The fixing of compensation, if any, of the Directors for serving on the Board or on any committee;
- (d) The amendment or repeal of the Corporation's Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of other committees having the authority of the Board; or
- (g) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

Committees must be created, and the members thereof appointed, by resolution adopted by a majority of the number of Directors then in office. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee.

Section 9.02 Meetings and Action of Board Committees. Meetings and actions of Board committees shall be governed generally by, held, and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, except that special meetings of committees may also be called by resolution of the Board. Meetings of committees related to charter school operations shall be conducted in accordance with the Brown Act, if applicable. The Board may prescribe the manner in which proceedings of any such committee shall be conducted, so long as such rules are consistent with these Bylaws and the Brown Act, if applicable. In the absence of any such rules by the Board, each committee shall have the power to prescribe the manner in which its proceedings shall be conducted.

Minutes shall be kept of each meeting of each committee and shall be filed with the corporate records.

Section 9.03 Revocation of Delegated Authority to Board Committees. The Board may, at any time, revoke or modify any or all of the authority so delegated to a committee, increase or decrease, but not below two (2), the numbers of its members, and may fill vacancies therein from the members of the Board.

Section 9.04 Audit Committee. For any tax year in which the Corporation has non governmental gross revenues of \$2 million or more or is otherwise required by applicable law to have an independent audit, this Corporation shall have an Audit Committee whose members shall be appointed by the Board, and may include both Directors and non-Directors, subject to the following limitations: (a) members of the Finance Committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the Chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any member of the staff, including the Chief Executive Officer and the Chief Financial Officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this Corporation; and (e) Audit Committee members may not receive compensation greater than the compensation paid to Directors for their service on the Board (as provided herein, members of the Board are not compensated for service on the Board).

The Audit Committee shall: (1) recommend to the full Board for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor; (2) subject to the supervision of the full Board, negotiate the compensation of the auditor on behalf of the Board; (3) confer with the auditor to satisfy the Audit Committee members that the financial affairs of this Corporation are in order; (4) review and determine whether to accept the audit; and (5) approve performance of any non-audit services provided to this Corporation by the auditor's firm.

## **ARTICLE X. INDEMNIFICATION AND INSURANCE**

Section 10.01 Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses" shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238(b) or Section 5238(c), the Board of Directors shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

Section 10.02 Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising from the officer's, Director's, employee's, or agent's status as such.

Section 10.03 Non-Liability of Directors. No Director shall be personally liable for the Corporation's debts, liabilities, or other obligations.

## ARTICLE XI. RECORDS AND REPORTS

Section 11.01 Maintenance of Corporate Records. The Corporation shall keep (a) adequate and correct books and records of account; (b) written minutes of the proceedings of the Board and committees of the Board; (c) the original or a copy of its Articles of Incorporation and Bylaws, as amended to date; and (d) such reports and records as required by law.

Section 11.02 Inspection. Every Director shall have the right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the Corporation, subject to applicable law. Such inspection by a Director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 11.03 Annual Report. Pursuant to Corporations Code Section 6321, within 120 days after the close of its fiscal year the Corporation shall send each Director and any other persons as may be designated by the Board, a report containing the following information in reasonable detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.
- (b) The principal changes in the assets and liabilities, including trust funds, during the fiscal year.
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 11.04 Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and deliver to each Director any information required by Corporations Code Section 6322 with respect to the preceding year.

## ARTICLE XII. OTHER PROVISIONS

Section 12.01 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

Section 12.02 Fiscal Year. The fiscal year of the Corporation shall be from July 1<sup>st</sup> through June

30<sup>th</sup> of the following year.

### **ARTICLE XIII. AMENDMENT OF BYLAWS**

Section 13.01 Bylaw Amendments. The Board may adopt, amend, or repeal Bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these Bylaws will require a majority vote of the Directors then in office.

**###**

### **CERTIFICATE OF ADOPTION**

I certify that I am the Secretary of Excel Academy Charter Schools, a California nonprofit public benefit corporation, and that the foregoing Third Amended Bylaws constitute the Bylaws of such Corporation that were duly adopted by its Board of Directors on March 12, 2026.

IN WITNESS WHEREOF, I have executed this certificate on March 12, 2026

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Secretary, Excel Academy Charter Schools

**FOURTH ~~THIRD~~ AMENDED AND RESTATED BYLAWS**  
**OF**  
**EXCEL ACADEMY CHARTER SCHOOLS**  
(A California Nonprofit Public Benefit Corporation)

Adopted on ~~March~~ **January 12, 2023**

**ARTICLE I. NAME**

Section 1.01 Corporate Name. The name of this corporation is Excel Academy Charter Schools (hereinafter, the “Corporation”).

**ARTICLE II. OFFICES**

Section 2.01 Principal Office. The principal office of the Corporation is located at 1 Technology Drive I-811, Irvine, CA 92618. The Board of Directors (“Board”) may change the principal office from one location to another within the State of California.

Section 2.02 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

**ARTICLE III. PURPOSES**

Section 3.01 Description in Articles. The Corporation’s general and specific purposes are described in its Articles of Incorporation.

**ARTICLE IV. DEDICATION OF ASSETS**

Section 4.01 Dedication of Assets. This Corporation’s assets are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon dissolution of the Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed as set forth in its Articles of Incorporation.

**ARTICLE V. NO MEMBERS**

Section 5.01 No Members. The Corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 5.02 Authority Vested in the Board. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the Board. All rights that would otherwise vest under the California Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

Section 5.03 Associates. The Corporation may use the term “members” to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

## ARTICLE VI. BOARD OF DIRECTORS

Section 6.01 General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and any limitations of the Articles of Incorporation or these Bylaws, the Corporation's activities and affairs shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the Corporation's activities to any person(s), management company, or committees, however composed, provided that the Corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 6.02 Specific Powers. Without prejudice to such general powers, but subject to the same limitations, the Board shall have the following powers:

- (a) To approve personnel policies and monitor their implementation; to select and remove certain officers, agents, and employees of the Corporation, and to prescribe such powers and duties for them as are compatible with law, the Articles of Incorporation, or these Bylaws; to fix their compensation;
- (b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations to do so which are not inconsistent with law, the Corporation's Articles of Incorporation, or these Bylaws;
- (c) To change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California;
- (d) To borrow money and incur indebtedness for the Corporation's purposes and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefore;
- (e) To carry on a business and apply any revenues in excess of expenses that result from the business activity to any activity that it may lawfully engage in;
- (f) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;
- (g) To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange, and expend funds and property subject to such trust; and
- (h) To enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of the Corporation's purposes.

Section 6.03 Number of Directors. The Board shall consist of a minimum of three (3) and no more than nine (9) Directors, with the actual number to be determined from time to time by the Board.

If a charter authorizer representative serves on the Board pursuant to Education Code Section 47604(c), the Board may elect an additional Director to maintain an odd number of Directors, even in excess of the

nine (9) Director limit described in this section.

Section 6.04 Election of Directors. Unless an alternative process is adopted or implemented by the Board, candidates shall be nominated, evaluated and elected ~~as follows:~~

~~(a) The Board will appoint an advisory committee to identify qualified candidates for election to the Board and will endeavor to appoint the committee at least thirty (30) days before any election of Director(s). The committee will prepare and provide the Board a list of qualified candidates nominated by the committee and will endeavor to complete and provide the Board such list at least seven (7) days before the election or at such other time as the Board may direct. If available at the time, the Secretary shall also provide the Board with a copy of the list when sending notice of the meeting at which the election will be held, or as soon as possible thereafter.~~

~~(b) Directors shall be elected~~ by a majority vote of the Directors then in office, typically at the Board's annual meeting. All Directors shall have full voting rights.

Section 6.05 Terms of Office. With the exception of the initial Board that served five-year terms, each Director shall hold office for a three-year term, but the Board may designate a particular Director to serve a one-, two- or three-year term in order to maintain staggered terms on the Board. Each incumbent Director shall serve until a successor has been elected and seated by the Board. There shall be no limitation on the number of consecutive terms to which a Director may be re-elected.

Section 6.06 Events Causing Vacancies on Board. A vacancy on the Board shall be deemed to exist if a Director dies, resigns, is removed, or if the authorized number of Directors is increased. The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law. Vacancies on the Board shall be filled by the vote of a majority of Directors then in office. Each Director so elected shall hold office until the expiration of the term of the replaced Director and until a successor has been duly elected and seated by the Board.

Section 6.07 Removal. Any Director may be removed at any time by a majority vote of the Board, with or without cause.

Section 6.08 Resignation. Subject to Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the ~~Superintendent/Chief Executive Officer-Executive Director~~ and the Board President, or the Board as a whole, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before then to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without at least one (1) Director in charge of its affairs.

Section 6.09 Brown Act and Charter Schools Act Compliance; Location of Meetings. Meetings of the Board with respect to charter school operations shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Government Code Sections 54950, *et seq.*) ("Brown Act") and the Charter Schools Act.

Section 6.10 Annual Meetings. The Board shall meet annually for the purpose of organization, election of directors and officers, and the transaction of such other business as may properly be brought before the meeting.

Section 6.11 Regular Meetings. The Board shall hold regular meetings, along with the annual meetings, at such times and places as may from time to time be fixed by the Board. Regular meetings of the Board related to charter school operations shall be called, held, and conducted in accordance with the Brown Act and the Charter Schools Act, including that agendas for such meetings will be posted seventy two (72) hours prior to the meeting in a location that is freely accessible to members of the public and on the school's website. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.12 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the ~~Superintendent/Chief Executive Officer Executive Director~~, the Board President, or any two Directors. Notice of the time and place of special meetings shall be delivered to each Director personally or by telephone or email. Notice of special meetings related to charter school operations shall be provided at least twenty-four (24) hours prior to the meeting and shall be held in locations and in a manner consistent with the Brown Act and the Charter School Act.

Section 6.13 Quorum. A majority of the actual number of Directors then in office shall constitute a quorum. Every action taken or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board, subject to the provisions of Corporations Code Section 5212 (appointment of committees), Section 5233 (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) (indemnification of directors), and except as may be otherwise provided under the Political Reform Act, if applicable. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, but no action can be taken unless and until a quorum is restored. Directors may not vote by proxy.

Section 6.14 Participation by Teleconference. Directors may participate in a meeting of the Board through the use of teleconference telephone, electronic video communication, or similar communications equipment, so long as each Director participating in such meeting can communicate with all of the other Directors concurrently and is provided the means of participating in all matters before the Board. In addition, a Board meeting related to charter school operations must be noticed and conducted in compliance with Section 54953(b) of the Brown Act and the Charter Schools Act, including without limitation the following:

- (a) At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the Corporation's jurisdiction;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) Agendas shall be posted at all teleconference locations, with each location identified in the notice and agenda of the meeting;
- (d) All locations where a member of the Board participates via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and

(f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 6.15 Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting the lack of notice to such Director prior thereto or at its commencement. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 6.16 Action Without Meeting. The Board may take action without a meeting with respect to activities that are not related to charter school operations, if any, so long as all Directors on the Board consent in writing to such action and if allowed by applicable law under the Government and Educations Codes. Such written consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the Board.

Section 6.17 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 6.18 Compensation and Reimbursement. Directors may receive such compensation for their service as Directors and/or officers as the Board may establish by resolution to be just and reasonable compensation as to the Corporation at the time that the resolution is adopted. The Board may approve the reimbursement of a Director's actual and necessary expenses incurred when conducting the Corporation's business.

Section 6.19 Interested Person. No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

## **ARTICLE VII. BOARD OFFICERS**

Section 7.01 Board Officers. The Corporation shall have the following Board officer positions, which shall be filled by Directors currently serving on the Board pursuant to Section 7.02 below, and who shall have such authority and duties as the Board may determine including the following:

(a) Board President, who shall ensure that Board meetings are conducted in an efficient, transparent and orderly manner, including without limitation the following duties:

- Call the meeting to order at the appointed time and preside over the meeting;
- 
- Announce the business to come before the Board in its proper order;
- Enforce these bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act and Charter Schools Act;
- Recognize persons who desire to speak, and protect the speaker who has the floor from

- disturbance or interference;
- Facilitate the Board's effective deliberation, ensuring that each Director has an opportunity to participate and that the discussion remains focused;
- Rule on issues of parliamentary procedure; and
- Put motions to a vote, and clearly state the results of the vote.

(b) Board Vice President, who shall preside at Board meetings and fulfill the Board President's responsibilities described above in the absence of the Board President.

(c) Board Clerk, who may preside at Board meetings and fulfill the Board President's responsibilities described above in the absence of the Board Vice President or the Board President. In addition to the Board President, the Board Clerk shall review ~~and sign~~ the Board approved minutes of this Corporation.

Section 7.02 Election of Board Officers. The Board officers shall be elected annually by a majority vote of the Board at a regular or special meeting of the Board, shall serve at the pleasure of the Board for one (1) year terms without a limitation on the number of consecutive terms, and shall hold their respective offices until their resignation, removal, or other disqualification from service.

Section 7.03 Removal of Board Officers. Any Board officer may be removed, with or without cause, by a majority vote of the Board at any time. Such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 7.04 Resignation of Board Officers. Any Board officer may resign at any time by giving written notice to the Board, but without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Any such resignation shall take effect upon receipt of that notice or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.05 Board Officer Vacancies. A vacancy in any Board office for any reason shall be filled in the manner provided in Section 7.02 for the election of Board officers, except that such vacancies shall be filled as they occur (rather than annually).

## ARTICLE VIII. CORPORATE OFFICERS

Section 8.01 Corporate Officers. The Corporation shall have the following corporate officer positions, which are typically held by employees or contractors of the Corporation, who shall have the following duties and shall serve pursuant to their contracts of employment:

(a) ~~Superintendent/Chief Executive Officer Executive Director~~ who shall be the general manager and chief executive officer of the Corporation, and, subject to the control of the Board and their employment contract, shall generally supervise, direct, and control the activities, affairs, and employees of the Corporation, and shall see that all resolutions of the Board are carried into effect, and shall perform any and all other duties assigned by the Board, and by contract if an employee. The ~~Superintendent/Chief Executive Officer Executive Director~~ shall be reported on the Statement of Information filed with the Secretary of State as the Chief Executive Officer of the Corporation.

(b) Chief Financial Officer, who shall supervise the charge and custody of all funds of this Corporation, the deposit of such funds in the manner prescribed by the Board, and the keeping

and maintaining of adequate and correct accounts of the Corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Chief Financial Officer shall be reported on the Statement of Information filed with the Secretary of State as the Chief Financial Officer of the Corporation.

(c) Secretary, who shall be responsible for keeping a full and complete record of the proceedings of the Board and its committees, giving such notices as may be proper and necessary, keep the minute books of this Corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Secretary shall be reported on the Statement of Information filed with the Secretary of State as the Secretary of the Corporation.

Section 8.02 Duplication of Office Holders. Any number of offices may be held by the same person, except that neither the Secretary, the Treasurer (if any) nor the Chief Financial Officer may serve concurrently as the Board President or the **Superintendent/Chief Executive Officer** ~~Executive Director~~.

Section 8.03 Compensation of Officers. Subject to Section 6.18 above, the salaries of officers, if any, shall be fixed from time to time by resolution of the Board, or in the case corporate officers hired by the **Superintendent/Chief Executive Officer** ~~Executive Director~~, the **Superintendent/Chief Executive Officer** ~~Executive Director~~ shall have the authority to fix such corporate officers' salaries, if any. In all cases, any salaries received by the Corporation's officers shall be reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the charitable purposes of the Corporation.

## ARTICLE IX. COMMITTEES

Section 9.01 Board Committees. The Board may create one or more committees, each consisting of two (2) or more Directors or others to serve at the pleasure of the Board, and may delegate to such committee any of the authority of the Board, except with respect to:

- (a) Final action on any matter that, by law, requires approval of all of the Directors or a majority of all of the Directors;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) The fixing of compensation, if any, of the Directors for serving on the Board or on any committee;
- (d) The amendment or repeal of the Corporation's Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of other committees having the authority of the Board; or
- (g) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

Committees must be created, and the members thereof appointed, by resolution adopted by a

majority of the number of Directors then in office. The Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee.

Section 9.02 Meetings and Action of Board Committees. Meetings and actions of Board committees shall be governed generally by, held, and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, except that special meetings of committees may also be called by resolution of the Board. Meetings of committees related to charter school operations shall be conducted in accordance with the Brown Act, if applicable. The Board may prescribe the manner in which proceedings of any such committee shall be conducted, so long as such rules are consistent with these Bylaws and the Brown Act, if applicable. In the absence of any such rules by the Board, each committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of each meeting of each committee and shall be filed with the corporate records.

Section 9.03 Revocation of Delegated Authority to Board Committees. The Board may, at any time, revoke or modify any or all of the authority so delegated to a committee, increase or decrease, but not below two (2), the numbers of its members, and may fill vacancies therein from the members of the Board.

Section 9.04 Audit Committee. For any tax year in which the Corporation has non governmental gross revenues of \$2 million or more or is otherwise required by applicable law to have an independent audit, this Corporation shall have an Audit Committee whose members shall be appointed by the Board, and may include both Directors and non-Directors, subject to the following limitations: (a) members of the Finance Committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the Chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any member of the staff, including the Chief Executive Officer and the Chief Financial Officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this Corporation; and (e) Audit Committee members may not receive compensation greater than the compensation paid to Directors for their service on the Board (as provided herein, members of the Board are not compensated for service on the Board).

The Audit Committee shall: (1) recommend to the full Board for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor; (2) subject to the supervision of the full Board, negotiate the compensation of the auditor on behalf of the Board; (3) confer with the auditor to satisfy the Audit Committee members that the financial affairs of this Corporation are in order; (4) review and determine whether to accept the audit; and (5) approve performance of any non-audit services provided to this Corporation by the auditor's firm.

## **ARTICLE X. INDEMNIFICATION AND INSURANCE**

Section 10.01 Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses" shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238(b) or Section 5238(c), the Board of Directors shall promptly decide under

Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

Section 10.02 Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising from the officer's, Director's, employee's, or agent's status as such.

Section 10.03 Non-Liability of Directors. No Director shall be personally liable for the Corporation's debts, liabilities, or other obligations.

## **ARTICLE XI. RECORDS AND REPORTS**

Section 11.01 Maintenance of Corporate Records. The Corporation shall keep (a) adequate and correct books and records of account; (b) written minutes of the proceedings of the Board and committees of the Board; (c) the original or a copy of its Articles of Incorporation and Bylaws, as amended to date; and (d) such reports and records as required by law.

Section 11.02 Inspection. Every Director shall have the right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the Corporation, subject to applicable law. Such inspection by a Director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 11.03 Annual Report. Pursuant to Corporations Code Section 6321, within 120 days after the close of its fiscal year the Corporation shall send each Director and any other persons as may be designated by the Board, a report containing the following information in reasonable detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.
- (b) The principal changes in the assets and liabilities, including trust funds, during the fiscal year.
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 11.04 Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and deliver to each Director any information required by Corporations Code Section 6322 with respect to the preceding year.

## ARTICLE XII. OTHER PROVISIONS

Section 12.01 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

Section 12.02 Fiscal Year. The fiscal year of the Corporation shall be from July 1<sup>st</sup> through June 30<sup>th</sup> of the following year.

## ARTICLE XIII. AMENDMENT OF BYLAWS

Section 13.01 Bylaw Amendments. The Board may adopt, amend, or repeal Bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these Bylaws will require a majority vote of the Directors then in office.

###

## CERTIFICATE OF ADOPTION

I certify that I am the Secretary of Excel Academy Charter Schools, a California nonprofit public benefit corporation, and that the foregoing Third Amended Bylaws constitute the Bylaws of such Corporation that were duly adopted by its Board of Directors on ~~March~~ ~~January~~ 12, 2026~~3~~.

IN WITNESS WHEREOF, I have executed this certificate on ~~March 12, 2026~~ ~~January~~ \_\_, 2023.

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Secretary, Excel Academy Charter Schools

# Coversheet

## Approval of the Second Interim Financial Report

**Section:** IX. Business/Financial Services  
**Item:** A. Approval of the Second Interim Financial Report  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** FY26 SIB Combined (2\_25\_26) - Warner MYP.pdf  
FY26 SIB Combined (2\_25\_26) - Helendale MYP.pdf  
FY26 SIB Combined (2\_25\_26) - FY26 FIB Combined .pdf  
26-03-12 FY25-26 Second Interim Budget.pptx

Description - Warner	FY2025-26 Warner Unrestricted	FY2025-26 Warner Restricted	FY2025-26 Warner Combined	FY2026-27 Warner Unrestricted	FY2026-27 Warner Restricted	FY2026-27 Warner Combined	FY2027-28 Warner Unrestricted	FY2027-28 Warner Restricted	FY2027-28 Warner Combined
<b>Average Daily Attendance (P-2 Projected)</b>			1,139.74			1,151.14			1,162.65
<b>COLA</b>			2.30%			2.41%			0.00%
<b>REVENUES:</b>									
<b>General Purpose Entitlement</b>									
8011 General Purpose Block Grant	13,469,634	0	13,469,634	13,908,300	0	13,908,300	14,004,363	0	14,004,363
8012 Education Protection Account	227,948	0	227,948	230,227	0	230,227	232,530	0	232,530
8096 Funding in Lieu of Property Taxes	622,051	0	622,051	622,051	0	622,051	622,051	0	622,051
<b>TTL General Purpose Entitlement</b>	<b>14,319,633</b>	<b>0</b>	<b>14,319,633</b>	<b>14,760,578</b>	<b>0</b>	<b>14,760,578</b>	<b>14,858,944</b>	<b>0</b>	<b>14,858,944</b>
<b>Federal Revenue</b>									
8181 Federal IDEA SpEd Revenue	0	204,372	204,372	0	206,416	206,416	0	208,480	208,480
8290 Other Federal Revenue	0	191,631	191,631	0	193,547	193,547	0	195,483	195,483
<b>TTL Federal Revenue</b>	<b>0</b>	<b>396,003</b>	<b>396,003</b>	<b>0</b>	<b>399,963</b>	<b>399,963</b>	<b>0</b>	<b>403,963</b>	<b>403,963</b>
<b>Other State Revenue</b>									
8311 AB602 State SpEd Revenue		1,312,247	1,312,247	0	1,343,872	1,343,872	0	1,343,872	1,343,872
8550 Mandated Cost Reimbursements	32,481		32,481	33,263	0	33,263	33,263	0	33,263
8560 State Lottery Revenue	230,246	98,441	328,687	235,795	99,425	335,221	235,795	99,425	335,221
8590 Other State Revenue		1,113,408	1,113,408	0	876,542	876,542	0	876,542	876,542
<b>TTL Other State Revenue</b>	<b>262,727</b>	<b>2,524,096</b>	<b>2,786,823</b>	<b>269,059</b>	<b>2,319,840</b>	<b>2,588,898</b>	<b>269,059</b>	<b>2,319,840</b>	<b>2,588,898</b>
<b>Other Local Revenue</b>									
8660 Interest Income	177,000		177,000	178,345	0	178,345	180,129	0	180,129
8699 Other Revenue	0		0	0	0	0	0	0	0
8980 Contributions to Restricted Programs	-416,224	416,224	0	-454,304	454,304	0	-531,079	531,079	0
<b>TTL Other Local Revenue</b>	<b>-239,224</b>	<b>416,224</b>	<b>177,000</b>	<b>-275,959</b>	<b>454,304</b>	<b>178,345</b>	<b>-350,950</b>	<b>531,079</b>	<b>180,129</b>
<b>TTL REVENUES</b>	<b>14,343,136</b>	<b>3,336,323</b>	<b>17,679,459</b>	<b>14,753,678</b>	<b>3,174,107</b>	<b>17,927,784</b>	<b>14,777,052</b>	<b>3,254,881</b>	<b>18,031,934</b>
<b>EXPENDITURES:</b>									
<b>1000 - Certificated Salaries</b>									
1100 Teacher Compensation	4,117,659	781,645	4,899,303	4,241,188	805,094	5,046,282	4,368,424	829,247	5,197,671
1200 Student Support	292,442	348,206	640,648	301,215	358,652	659,867	310,251	369,412	679,663
1300 Certificated Administrators	895,315	264,687	1,160,002	922,175	272,627	1,194,802	949,840	280,806	1,230,646
1900 Other Certificated Salaries	121,886	0	121,886	125,543	0	125,543	129,309	0	129,309
<b>TTL Certificated Salaries</b>	<b>5,427,302</b>	<b>1,394,537</b>	<b>6,821,840</b>	<b>5,590,121</b>	<b>1,436,374</b>	<b>7,026,495</b>	<b>5,757,825</b>	<b>1,479,465</b>	<b>7,237,290</b>
<b>2000 - Non - Certificated Salaries</b>									
2100 Instructional Aides	0	153,174	153,174	0	157,769	157,769	0	162,502	162,502
2300 Classified Administrators	508,211	0	508,211	523,457	0	523,457	539,161	0	539,161
2400 Clerical & Technical Staff	487,135	44,390	531,525	501,749	45,722	547,471	516,802	47,093	563,895
<b>TTL Non - Certificated Salaries</b>	<b>995,346</b>	<b>197,564</b>	<b>1,192,910</b>	<b>1,025,207</b>	<b>203,491</b>	<b>1,228,698</b>	<b>1,055,963</b>	<b>209,596</b>	<b>1,265,559</b>
<b>3000 - Employee Benefits</b>									
3101 STRS Certificated	786,838	750,635	1,537,473	1,058,443	525,154	1,583,597	1,090,197	540,908	1,631,105
3300 OASDI/Medicare	157,065	35,023	192,087	161,777	36,073	197,850	166,630	37,155	203,785
3400 Health and Welfare	759,190	211,829	971,019	781,966	218,184	1,000,150	805,425	224,730	1,030,154
3500 Unemployment Insurance	14,218	2,430	16,648	14,644	2,503	17,148	15,084	2,578	17,662
3600 Workers' Comp Certificated	24,561	5,853	30,414	25,298	6,028	31,327	26,057	6,209	32,266
3901 Other Benefits	131,563	23,167	154,730	135,510	23,862	159,372	139,575	24,578	164,153

<b>TTL Employee Benefits</b>	<b>1,873,435</b>	<b>1,028,937</b>	<b>2,902,371</b>	<b>2,177,638</b>	<b>811,805</b>	<b>2,989,442</b>	<b>2,242,967</b>	<b>836,159</b>	<b>3,079,126</b>
<b>4000 - Books/Supplies/Materials</b>									
4100 Textbooks & Core Curriculum	1,194,361	36,300	1,230,661	1,206,305	36,663	1,242,968	1,218,368	37,029	1,255,397
4300 Materials & Supplies	1,103,109	8,273	1,111,382	1,114,140	8,355	1,122,495	1,125,281	8,439	1,133,720
4310 Instructional Materials	183,634	6,355	189,989	185,470	6,419	191,889	187,325	6,483	193,808
4320 Office Supplies	310	0	310	313	0	313	316	0	316
4330 Meals & Events	310	0	310	313	0	313	316	0	316
4350 Other Supplies - Materials & Supplies	2,976	11,315	14,291	3,006	11,428	14,434	3,036	11,542	14,578
4400 Non - Capitalized Equipment - Staff	0	155,000	155,000	0	156,550	156,550	0	158,116	158,116
<b>TTL Books/Supplies/Materials</b>	<b>2,484,700</b>	<b>217,242</b>	<b>2,701,943</b>	<b>2,509,547</b>	<b>219,415</b>	<b>2,728,962</b>	<b>2,534,643</b>	<b>221,609</b>	<b>2,756,252</b>
<b>5000 - Services &amp; Operations</b>									
5100 Subagreements For Services	0	155,000	155,000	0	156,550	156,550	0	158,116	158,116
5200 Travel & Conferences	0	19,765	19,765	0	19,963	19,963	0	20,162	20,162
5210 Mileage Reimbursements	60,090	11,742	71,832	60,691	11,859	72,550	61,298	11,978	73,276
5300 Dues & Memberships	7,440	35,340	42,780	7,514	35,693	43,208	7,590	36,050	43,640
5400 Insurance	73,537	0	73,537	74,272	0	74,272	75,015	0	75,015
5610 Facility Rents & Leases	46,314	0	46,314	46,777	0	46,777	47,245	0	47,245
5800 Professional Services - Non - instructional	82,150	1,550	83,700	82,972	1,566	84,537	83,801	1,581	85,382
5810 Legal	186,000	248,000	434,000	187,860	250,480	438,340	189,739	252,985	442,723
5820 Audit & CPA	34,100	0	34,100	34,441	0	34,441	34,785	0	34,785
5830 Non-Instructional Software Licenses/Fees	195,920	465	196,385	197,879	470	198,349	199,858	474	200,332
5840 Advertising & Recruitment	50,592	0	50,592	51,098	0	51,098	51,609	0	51,609
5841 Community Marketing	22,940	0	22,940	23,169	0	23,169	23,401	0	23,401
5850 Oversight Fees	143,196	0	143,196	144,628	0	144,628	146,075	0	146,075
5870 Live Scan Finger printing	248	0	248	250	0	250	253	0	253
5878 Testing & Assessments	24,422	0	24,422	24,666	0	24,666	24,913	0	24,913
5880 Instructional Vendors & Consultants	2,144,921	0	2,144,921	2,166,370	0	2,166,370	2,188,034	0	2,188,034
5890 Misc Other Outside Services	5,890	1,240	7,130	5,949	1,252	7,201	6,008	1,265	7,273
5930 Postage	40,300	0	40,300	40,703	0	40,703	41,110	0	41,110
5940 Technology Services	141,117	24,941	166,058	142,528	25,190	167,718	143,953	25,442	169,395
<b>TTL Services &amp; Operations</b>	<b>3,259,177</b>	<b>498,042</b>	<b>3,757,220</b>	<b>3,291,769</b>	<b>503,023</b>	<b>3,794,792</b>	<b>3,324,687</b>	<b>508,053</b>	<b>3,832,740</b>
<b>7438 Interest on Debt</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TTL EXPENDITURES</b>	<b>14,039,961</b>	<b>3,336,323</b>	<b>17,376,284</b>	<b>14,594,282</b>	<b>3,174,107</b>	<b>17,768,389</b>	<b>14,916,084</b>	<b>3,254,881</b>	<b>18,170,965</b>
<b>DESCRIPTION</b>	<b>FY2025-26 Warner Unrestricted</b>	<b>FY2025-26 Warner Restricted</b>	<b>FY2025-26 Warner Combined</b>	<b>FY2026-27 Warner Unrestricted</b>	<b>FY2026-27 Warner Restricted</b>	<b>FY2026-27 Warner Combined</b>	<b>FY2027-28 Warner Unrestricted</b>	<b>FY2027-28 Warner Restricted</b>	<b>FY2027-28 Warner Combined</b>
<b>Revenues less Expenditures (Net Revenues)</b>	<b>303,175</b>	<b>0</b>	<b>303,175</b>	<b>159,396</b>	<b>0</b>	<b>159,396</b>	<b>-139,032</b>	<b>0</b>	<b>-139,032</b>
<b>Beginning Fund Balance-Audited</b>	<b>6,801,298</b>	<b>253,412</b>	<b>7,054,710</b>	<b>7,104,473</b>	<b>253,412</b>	<b>7,357,885</b>	<b>7,263,869</b>	<b>253,413</b>	<b>7,517,282</b>
<b>ENDING BALANCE</b>	<b>7,104,473</b>	<b>253,412</b>	<b>7,357,885</b>	<b>7,263,869</b>	<b>253,413</b>	<b>7,517,282</b>	<b>7,124,837</b>	<b>253,413</b>	<b>7,378,250</b>
<b>ENDING BALANCE AS % OF EXPENDITURES</b>	<b>50.60%</b>	<b>7.60%</b>	<b>42.34%</b>	<b>49.77%</b>	<b>7.98%</b>	<b>42.31%</b>	<b>47.77%</b>	<b>7.79%</b>	<b>40.60%</b>

Description - Helendale	FY2025-26 Helendale Unrestricted	FY2025-26 Helendale Restricted	FY2025-26 Helendale Combined	FY2026-27 Helendale Unrestricted	FY2026-27 Helendale Restricted	FY2026-27 Helendale Combined	FY2027-28 Helendale Unrestricted	FY2027-28 Helendale Restricted	FY2027-28 Helendale Combined
<b>Projected P-2 ADA</b>			<b>804.58</b>			<b>812.63</b>			<b>820.75</b>
<b>COLA</b>			<b>2.30%</b>			<b>2.41%</b>			<b>0.00%</b>
<b>REVENUES:</b>									
<b>General Purpose Entitlement</b>									
8011 General Purpose Block Grant	10,034,784	0	10,034,784	10,372,844	0	10,372,844	10,460,636	0	10,460,636
8012 Education Protection Account	160,916	0	160,916	162,525	0	162,525	164,150	0	164,150
8096 Funding in Lieu of Property Taxes	125,769	0	125,769	125,769	0	125,769	125,769	0	125,769
<b>TTL General Purpose Entitlement</b>	<b>10,321,469</b>	<b>0</b>	<b>10,321,469</b>	<b>10,661,138</b>	<b>0</b>	<b>10,661,138</b>	<b>10,750,555</b>	<b>0</b>	<b>10,750,555</b>
<b>Federal Revenue</b>									
8181 Federal IDEA SpEd Revenue	0	125,353	125,353	0	126,607	126,607	0	127,873	127,873
8290 Other Federal Revenue	0	143,120	143,120	0	144,551	144,551	0	145,997	145,997
<b>TTL Federal Revenue</b>	<b>0</b>	<b>268,473</b>	<b>268,473</b>	<b>0</b>	<b>271,158</b>	<b>271,158</b>	<b>0</b>	<b>273,869</b>	<b>273,869</b>
<b>Other State Revenue</b>									
8311 AB602 State SpEd Revenue	0	793,563	793,563	0	812,688	812,688	0	812,688	812,688
8550 Mandated Cost Reimbursements	19,907		19,907	20,387	0	20,387	20,387	0	20,387
8560 State Lottery Revenue	141,119	60,431	201,550	144,520	61,035	205,555	144,520	61,035	205,555
8590 Other State Revenue		715,755	715,755	0	570,913	570,913	0	570,913	570,913
<b>TTL Other State Revenue</b>	<b>161,026</b>	<b>1,569,749</b>	<b>1,730,775</b>	<b>164,907</b>	<b>1,444,636</b>	<b>1,609,543</b>	<b>164,907</b>	<b>1,444,636</b>	<b>1,609,543</b>
<b>Other Local Revenue</b>									
8660 Interest Income	123,000		123,000	124,230		124,230	125,472	0	125,472
8699 Other Revenue	0		0	0	0	0	0	0	0
8980 Contributions to Restricted Programs	-206,621	206,621	0	-381,627	381,627	0	-432,982	432,982	0
<b>TTL Other Local Revenue</b>	<b>-83,621</b>	<b>206,621</b>	<b>123,000</b>	<b>-257,397</b>	<b>381,627</b>	<b>124,230</b>	<b>-307,510</b>	<b>432,982</b>	<b>125,472</b>
<b>TTL REVENUES</b>	<b>10,398,874</b>	<b>2,044,843</b>	<b>12,443,717</b>	<b>10,568,648</b>	<b>2,097,420</b>	<b>12,666,068</b>	<b>10,607,952</b>	<b>2,151,487</b>	<b>12,759,439</b>
<b>EXPENDITURES:</b>									
<b>1000 - Certificated Salaries</b>		0	0						
1100 Teacher Compensation	2,523,726	479,072	3,002,799	2,599,438	493,445	3,092,883	2,677,421	508,248	3,185,669
1200 Student Support	179,238	213,417	392,655	184,616	219,819	404,435	190,154	226,414	416,568
1300 Certificated Administrators	548,742	162,227	710,969	565,204	167,094	732,298	582,160	172,107	754,267
1900 Other Certificated Salaries	74,705	0	74,705	76,946	0	76,946	79,254	0	79,254
<b>TTL Certificated Salaries</b>	<b>3,326,411</b>	<b>854,717</b>	<b>4,181,127</b>	<b>3,426,203</b>	<b>880,358</b>	<b>4,306,561</b>	<b>3,528,989</b>	<b>906,769</b>	<b>4,435,758</b>
<b>2000 - Non - Certificated Salaries</b>		0	0						
2100 Instructional Aides	0	93,881	93,881	0	96,697	96,697	0	99,598	99,598
2300 Classified Administrators	311,484	0	311,484	320,829	0	320,829	330,453	0	330,453
2400 Clerical & Technical Staff	298,567	27,207	325,774	307,524	28,023	335,547	316,749	28,864	345,613
<b>TTL Non - Certificated Salaries</b>	<b>610,051</b>	<b>121,088</b>	<b>731,139</b>	<b>628,352</b>	<b>124,720</b>	<b>753,073</b>	<b>647,203</b>	<b>128,462</b>	<b>775,665</b>
<b>3000 - Employee Benefits</b>		0	0						
3101 STRS Certificated	482,256	460,066	942,322	648,723	473,868	1,122,592	668,185	488,084	1,156,270
3300 OASDI/Medicare	96,265	21,465	117,731	99,153	22,109	121,263	102,128	22,773	124,901
3400 Health and Welfare	465,310	129,831	595,141	479,269	133,726	612,995	493,647	137,737	631,385
3500 Unemployment Insurance	8,714	1,490	10,204	8,976	1,534	10,510	9,245	1,580	10,825
3600 Workers' Comp Certificated	15,054	3,587	18,641	15,505	3,695	19,200	15,970	3,806	19,776
3901 Other Benefits	80,635	14,199	94,834	83,054	14,625	97,679	85,546	15,064	100,610

<b>TTL Employee Benefits</b>	<b>1,148,234</b>	<b>630,639</b>	<b>1,778,873</b>	<b>1,334,681</b>	<b>649,558</b>	<b>1,984,239</b>	<b>1,374,722</b>	<b>669,044</b>	<b>2,043,766</b>
<b>4000 - Books/Supplies/Materials</b>									
4100 Textbooks & Core Curriculum	732,028	22,248	754,276	739,348	22,471	761,819	746,742	22,695	769,437
4300 Materials & Supplies	676,099	5,070	681,169	682,860	5,121	687,981	689,689	5,172	694,861
4310 Instructional Materials	112,550	3,895	116,445	113,675	3,934	117,609	114,812	3,973	118,785
4320 Office Supplies	190	0	190	192	0	192	194	0	194
4330 Meals & Events	190	0	190	192	0	192	194	0	194
4350 Other Supplies - Materials & Supplies	1,824	6,935	8,759	1,842	7,004	8,847	1,861	7,074	8,935
4400 Non - Capitalized Equipment - Staff	0	95,000	95,000	0	95,950	95,950	0	96,910	96,910
<b>TTL Books/Supplies/Materials</b>	<b>1,522,881</b>	<b>133,149</b>	<b>1,656,029</b>	<b>1,538,110</b>	<b>134,480</b>	<b>1,672,590</b>	<b>1,553,491</b>	<b>135,825</b>	<b>1,689,316</b>
<b>5000 - Services &amp; Operations</b>									
5100 Subagreements For Services	0	95,000	95,000	0	95,950	95,950	0	96,910	96,910
5200 Travel & Conferences	0	12,114	12,114	0	12,235	12,235	0	12,358	12,358
5210 Mileage Reimbursements	36,830	7,196	44,026	37,198	7,268	44,466	37,570	7,341	44,911
5300 Dues & Memberships	4,560	21,660	26,220	4,606	21,877	26,482	4,652	22,095	26,747
5400 Insurance	45,071	0	45,071	45,522	0	45,522	45,977	0	45,977
5610 Facility Rents & Leases	28,386	0	28,386	28,670	0	28,670	28,957	0	28,957
5800 Professional Services - Non - instructional	50,350	950	51,300	50,854	960	51,813	51,362	969	52,331
5810 Legal	114,000	152,000	266,000	115,140	153,520	268,660	116,291	155,055	271,347
5820 Audit & CPA	20,900	0	20,900	21,109	0	21,109	21,320	0	21,320
5830 Non-Instructional Software Licenses/Fees	120,080	285	120,365	121,281	288	121,569	122,494	291	122,784
5840 Advertising & Recruitment	31,008	0	31,008	31,318	0	31,318	31,631	0	31,631
5841 Community Marketing	14,060	0	14,060	14,201	0	14,201	14,343	0	14,343
5850 Oversight Fees	309,644	0	309,644	312,741	0	312,741	315,868	0	315,868
5870 Live Scan Finger printing	152	0	152	154	0	154	155	0	155
5878 Testing & Assessments	14,968	0	14,968	15,118	0	15,118	15,269	0	15,269
5880 Instructional Vendors & Consultants	1,314,629	0	1,314,629	1,327,775	0	1,327,775	1,341,053	0	1,341,053
5890 Misc Other Outside Services	3,610	760	4,370	3,646	768	4,414	3,683	775	4,458
5930 Postage	24,700	0	24,700	24,947	0	24,947	25,196	0	25,196
5940 Technology Services	86,491	15,286	101,777	87,356	15,439	102,795	88,230	15,594	103,823
<b>TTL Services &amp; Operations</b>	<b>2,219,439</b>	<b>305,252</b>	<b>2,524,691</b>	<b>2,241,633</b>	<b>308,304</b>	<b>2,549,938</b>	<b>2,264,050</b>	<b>311,387</b>	<b>2,575,437</b>
<b>7438 Interest on Debt</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TTL EXPENDITURES</b>	<b>8,827,016</b>	<b>2,044,843</b>	<b>10,871,859</b>	<b>9,168,980</b>	<b>2,097,420</b>	<b>11,266,400</b>	<b>9,368,454</b>	<b>2,151,487</b>	<b>11,519,942</b>
<b>DESCRIPTION</b>	<b>FY2025-26 Helendale Unrestricted</b>	<b>FY2025-26 Helendale Restricted</b>	<b>FY2025-26 Helendale Combined</b>	<b>FY2026-27 Helendale Unrestricted</b>	<b>FY2026-27 Helendale Restricted</b>	<b>FY2026-27 Helendale Combined</b>	<b>FY2027-28 Helendale Unrestricted</b>	<b>FY2027-28 Helendale Restricted</b>	<b>FY2027-28 Helendale Combined</b>
Revenues less Expenditures (Net Revenues)	1,571,858	0	1,571,858	1,399,668	0	1,399,668	1,239,498	0	1,239,498
Beginning Fund Balance-Audited	4,399,427	211,358	4,610,785	5,971,285	211,358	6,182,643	7,370,953	211,359	7,582,312
<b>ENDING BALANCE</b>	<b>5,971,285</b>	<b>211,358</b>	<b>6,182,643</b>	<b>7,370,953</b>	<b>211,359</b>	<b>7,582,312</b>	<b>8,610,451</b>	<b>211,359</b>	<b>8,821,810</b>
<b>ENDING BALANCE AS % OF EXPENDITURES</b>	<b>67.65%</b>	<b>10.34%</b>	<b>56.87%</b>	<b>80.39%</b>	<b>10.08%</b>	<b>67.30%</b>	<b>91.91%</b>	<b>9.82%</b>	<b>76.58%</b>

COMBINED BUDGET - FY25-26 Second Interim	FY2025-26 2nd Interim	FY2026-27 2nd Int MYP	FY2027-28 2nd Int MYP
	COMBINED	COMBINED	COMBINED
<b>Projected P-2 ADA</b>	<b>1,944.32</b>	<b>1,963.76</b>	<b>1,983.40</b>
<b>COLA</b>	<b>2.30%</b>	<b>2.41%</b>	<b>0.00%</b>
<b>REVENUES:</b>			
<b>General Purpose Entitlement</b>			
8011 General Purpose Block Grant	23,504,418	24,281,144	24,464,999
8012 Education Protection Account	388,864	392,752	396,680
8096 Funding in Lieu of Property Taxes	747,820	747,820	747,820
<b>TTL General Purpose Entitlement</b>	<b>24,641,102</b>	<b>25,421,716</b>	<b>25,609,499</b>
<b>Federal Revenue</b>			
8181 Federal IDEA SpEd Revenue	329,725	333,022	336,352
8290 Other Federal Revenue	334,751	338,099	341,479
<b>TTL Federal Revenue</b>	<b>664,476</b>	<b>671,121</b>	<b>677,832</b>
<b>Other State Revenue</b>			
8311 AB602 State SpEd Revenue	2,105,810	2,156,560	2,156,560
8550 Mandated Cost Reimbursements	52,388	53,651	53,651
8560 State Lottery Revenue	530,237	540,776	540,776
8590 Other State Revenue	1,829,163	1,447,455	1,447,455
<b>TTL Other State Revenue</b>	<b>4,517,598</b>	<b>4,198,441</b>	<b>4,198,441</b>
<b>Other Local Revenue</b>			
8660 Interest Income	300,000	302,575	305,601
8699 Other Revenue	0	0	0
8980 Contributions to Restricted Programs	0	0	0
<b>TTL Other Local Revenue</b>	<b>300,000</b>	<b>302,575</b>	<b>305,601</b>
<b>TTL REVENUES</b>	<b>30,123,176</b>	<b>30,593,853</b>	<b>30,791,373</b>
<b>EXPENDITURES:</b>			
<b>1000 - Certificated Salaries</b>			
1100 Teacher Compensation	7,902,102	8,139,165	8,383,340
1200 Student Support	1,033,303	1,064,302	1,096,231
1300 Certificated Administrators	1,870,971	1,927,100	1,984,913
1900 Other Certificated Salaries	196,591	202,489	208,563
<b>TTL Certificated Salaries</b>	<b>11,002,967</b>	<b>11,333,056</b>	<b>11,673,048</b>
<b>2000 - Non - Certificated Salaries</b>			
2100 Instructional Aides	247,055	254,467	262,101
2300 Classified Administrators	819,695	844,286	869,614
2400 Clerical & Technical Staff	857,299	883,018	909,509
<b>TTL Non - Certificated Salaries</b>	<b>1,924,049</b>	<b>1,981,770</b>	<b>2,041,224</b>
<b>3000 - Employee Benefits</b>			
3101 STRS Certificated	2,479,795	2,706,189	2,787,375
3300 OASDI/Medicare	309,818	319,113	328,686
3400 Health and Welfare	1,566,160	1,613,145	1,661,539

3500 Unemployment Insurance	26,852	27,658	28,487
3600 Workers' Comp Certificated	49,055	50,527	52,042
3901 Other Benefits	249,564	257,051	264,762
<b>TTL Employee Benefits</b>	<b>4,681,244</b>	<b>4,973,681</b>	<b>5,122,892</b>
<b>4000 - Books/Supplies/Materials</b>			
4100 Textbooks & Core Curriculum	1,984,937	2,004,786	2,024,834
4300 Materials & Supplies	1,792,551	1,810,477	1,828,581
4310 Instructional Materials	306,434	309,498	312,593
4320 Office Supplies	500	505	510
4330 Meals & Events	500	505	510
4350 Other Supplies - Materials & Supplies	23,050	23,281	23,513
4400 Non - Capitalized Equipment - Staff	250,000	252,500	255,025
<b>TTL Books/Supplies/Materials</b>	<b>4,357,972</b>	<b>4,401,552</b>	<b>4,445,567</b>
<b>5000 - Services &amp; Operations</b>			
5100 Subagreements For Services	250,000	252,500	255,025
5200 Travel & Conferences	31,879	32,198	32,520
5210 Mileage Reimbursements	115,858	117,017	118,187
5300 Dues & Memberships	69,000	69,690	70,387
5400 Insurance	118,608	119,794	120,992
5610 Facility Rents & Leases	74,700	75,447	76,201
5800 Professional Services - Non - instructional	135,000	136,350	137,714
5810 Legal	700,000	707,000	714,070
5820 Audit & CPA	55,000	55,550	56,106
5830 Non-Instructional Software Licenses/Fees	316,750	319,918	323,117
5840 Advertising & Recruitment	81,600	82,416	83,240
5841 Community Marketing	37,000	37,370	37,744
5850 Oversight Fees	452,840	457,369	461,942
5870 Live Scan Finger printing	400	404	408
5878 Testing & Assessments	39,390	39,784	40,182
5880 Instructional Vendors & Consultants	3,459,550	3,494,146	3,529,087
5890 Misc Other Outside Services	11,500	11,615	11,731
5930 Postage	65,000	65,650	66,307
5940 Technology Services	267,835	270,513	273,218
<b>TTL Services &amp; Operations</b>	<b>6,281,910</b>	<b>6,344,730</b>	<b>6,408,177</b>
<b>7438 Interest on Debt</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TTL EXPENDITURES</b>	<b>28,248,142</b>	<b>29,034,789</b>	<b>29,690,907</b>
<b>DESCRIPTION</b>	<b>FY2025-26 2nd Interim</b>	<b>FY2026-27 2nd Int MYP</b>	<b>FY2027-28 2nd Int MYP</b>
<b>Revenues less Expenditures (Net Revenues)</b>	<b>1,875,034</b>	<b>1,559,064</b>	<b>1,100,466</b>
		<b>0</b>	<b>0</b>
<b>Beginning Fund Balance-Audited</b>	<b>11,665,495</b>	<b>13,540,529</b>	<b>15,099,592</b>
		<b>0</b>	<b>0</b>
<b>ENDING BALANCE</b>	<b>13,540,529</b>	<b>15,099,592</b>	<b>16,200,058</b>
<b>ENDING BALANCE AS % OF EXPENDITURES</b>	<b>47.93%</b>	<b>52.01%</b>	<b>54.56%</b>



# Excel Academy Charter Schools FY2025-26 Second Interim Budget



March 12, 2026

# Presentation Overview



**Budget Cycle**



**Budget Assumptions**



**Multi-Year Projection**

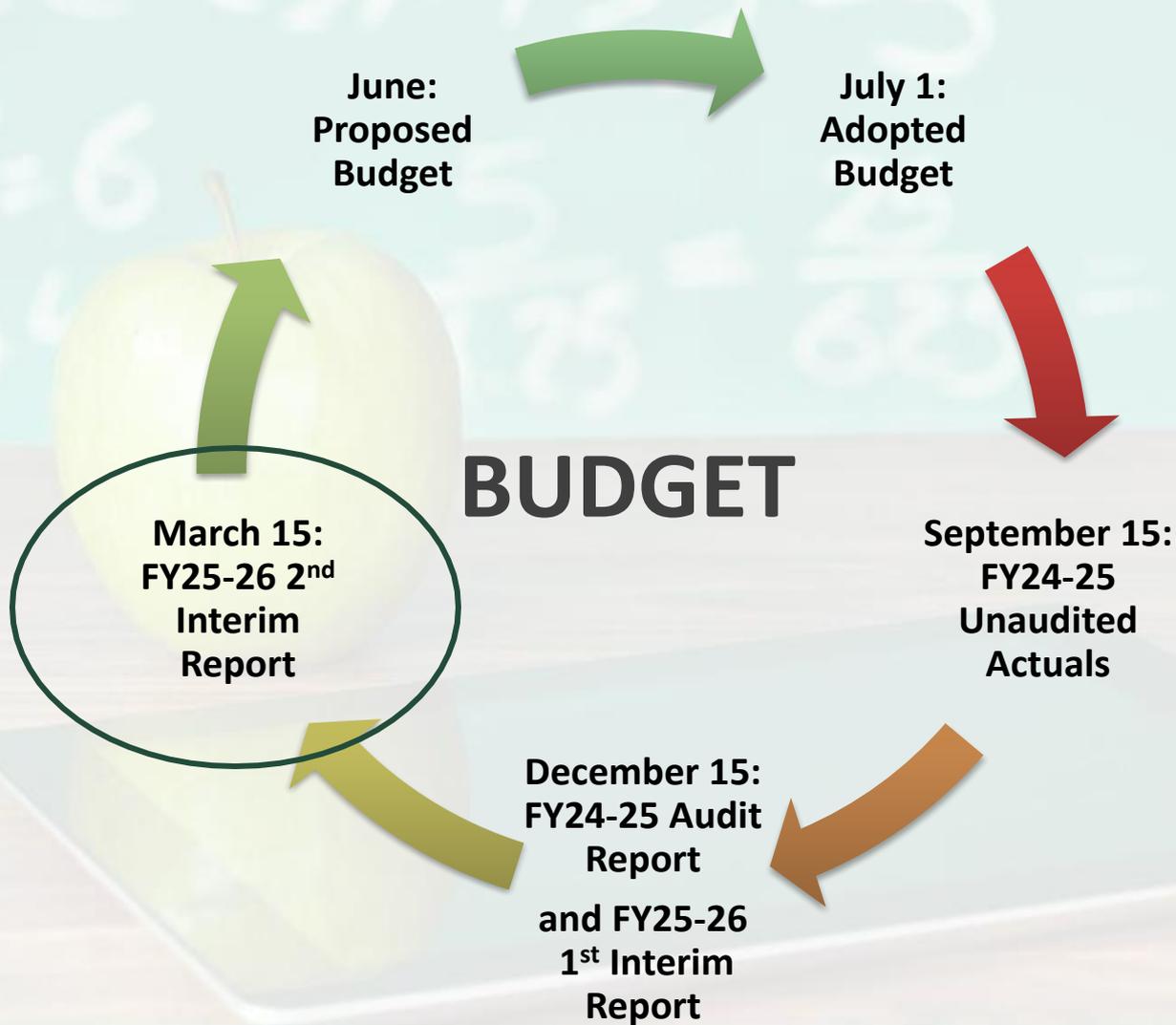


**Reserve Analysis**



**Next Steps**

# The Budget Cycle



# Budget Assumptions

## Revenues:

### ❖ COLA

❖ FY2025-26 – 2.30%

❖ **FY2026-27 – 2.41%**

❖ FY2027-28 – 0.00%

### ❖ Enrollment Increase Projection – 1.0%

#### ❖ ADA Rate – 98%

❖ FY2025-26: 1,977 (ADA 1,937)

❖ FY2026-27: 1,996 (ADA 1,957)

❖ FY2027-28: 2,016 (ADA 1,976)

# Budget Assumptions

## Categorical Programs Sunsetting:

### ❖ Programs:

- ❖ Arts and Music Block Grant – Expires 6/30/26 - \$400,000
- ❖ Educator Effectiveness Block Grant - Expires 6/30/26 - \$120,000
- ❖ Student Support/Professional Development Block Grant - ??
- ❖ Learning Recovery Block Grant – Expires 6/30/28 - \$350,000

## Expenditures:

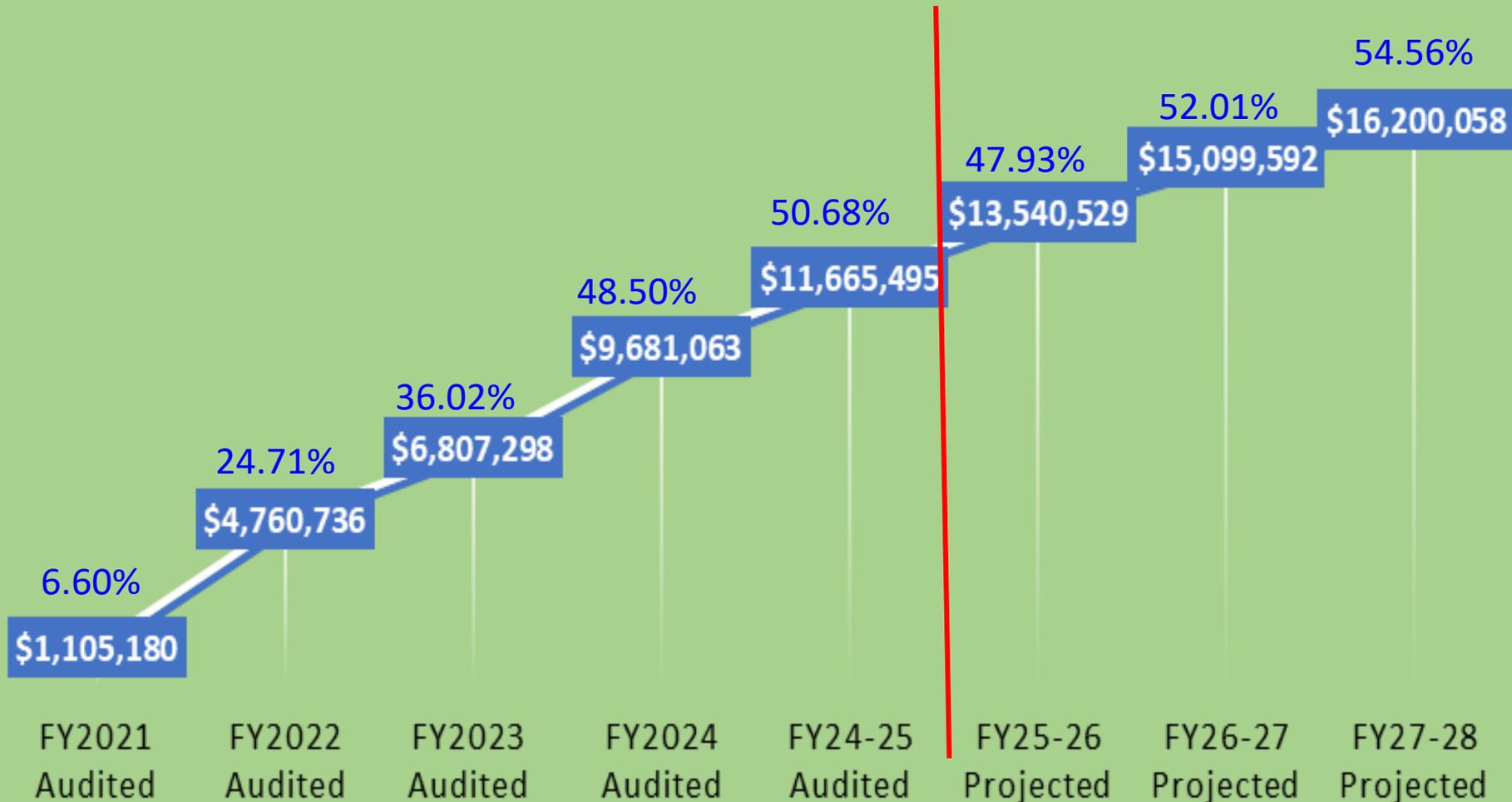
- ❖ Step Increase – 3% Increase every year
  - ❖ FY2025-26 – 3%
  - ❖ FY2026-27 – 3%
  - ❖ FY2027-28 – 3%
- ❖ Non-people Expenses – 1% Increase every year

# Combined Multi-Year Projections (FY2025-26 2<sup>nd</sup> Interim Budget)

	2025-26	2026-27	2027-28
<b>Total Revenues</b>	<b>30,123,176</b>	<b>30,593,853</b>	<b>30,791,373</b>
<b>Total Expenditures</b>	<b>28,248,142</b>	<b>29,034,789</b>	<b>29,690,907</b>
<b>Projected Increase in Fund Balance</b>	<b>1,875,034</b>	<b>1,559,064</b>	<b>1,100,466</b>
<b>Beginning Balance</b>	<b>11,665,495</b>	<b>13,540,529</b>	<b>15,099,592</b>
		<b>0</b>	<b>0</b>
<b>Projected Ending Balance</b>	<b>13,540,529</b>	<b>15,099,592</b>	<b>16,200,058</b>
<b>Adjustments to Ending Fund Balance</b>			
<b>Restricted Carryover Balances</b>			
<b>15% Required for Economic Uncertainties</b>	<b>4,237,221</b>	<b>4,355,218</b>	<b>4,453,636</b>
<b>Other Reserves</b>	<b>9,303,308</b>	<b>10,744,374</b>	<b>11,746,422</b>
<b>Ending Balance Percent Of Expenditures</b>	<b>47.93%</b>	<b>52.01%</b>	<b>54.56%</b>

# Historical Reserve Balance

## RESERVE BALANCE



# Next Steps

- **EACS level**
  - **FY 2026-27 Budget and LCAP Public Hearing - June 11, 2026**
  - **FY 2026-27 EACS Budget/LCAP Adoption - June 18, 2026**
  - **FY2025-26 Unaudited Actuals – On or before September 15, 2026**
- **State level**
  - **Governor’s FY26-27 May Revise - May 15, 2026**
  - **State Budget Adoption - June 30, 2026**

# Coversheet

## Approval of Additional Chromebooks Purchase

**Section:** IX. Business/Financial Services  
**Item:** B. Approval of Additional Chromebooks Purchase  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Chromebook Quotes.pdf

### BACKGROUND:

Excel Academy provides Chromebooks to students in grades 3–12 as part of a strategic initiative to strengthen academic outcomes and support language development. This investment ensures consistent access to instructional technology, helps close learning gaps, and accelerates student achievement. The current procurement also includes replacing Chromebooks that are more than three years old, ensuring devices remain reliable, secure, and compatible with instructional and testing requirements. Additional Chromebooks are being purchased to fully meet student demand and to ensure uninterrupted access during state and internal testing periods.

### RECOMMENDATION:

It is recommended that the Board of Directors approve the purchase of 1,150 Chromebooks from Charter Tech Services at a total cost of \$466,110.09. This strategic investment is essential to supporting student academic performance and language development by ensuring reliable, up-to-date access to instructional technology. The purchase will replace aging devices and ensure sufficient inventory to meet instructional and testing needs across the organization.

# Quote 1920



302 Washington St. #811  
 San Diego, CA 92103  
 +18582815001  
 backoffice@chartertechservices.com  
 www.CharterTechServices.com

ADDRESS	SHIP TO	DATE	TOTAL
Excel Academy 1 Technology Drive I-811 Irvine, CA 92618	Excel Academy 1 Technology Drive I-811 Irvine, CA 92618	02/11/2026	<b>\$263,453.53</b>

ACTIVITY	QTY	RATE	AMOUNT
Lenovo/HP/Acer Chromebook Intel CPU, 8GB RAM, 64GB eMMC, 11.6" Touchscreen	650	342.75	222,787.50T
Google Chrome Education Upgrade	650	30.00	19,500.00
Chromebook Google Enrollment Integration Services	650	2.00	1,300.00
CA Recycle Fee	650	4.00	2,600.00
SUBTOTAL			246,187.50
TAX			17,266.03
<b>TOTAL</b>			<b>\$263,453.53</b>

THANK YOU.

Accepted By

Accepted Date

# Quote 1921



302 Washington St. #811  
 San Diego, CA 92103  
 +18582815001  
 backoffice@chartertechservices.com  
 www.CharterTechServices.com

ADDRESS	SHIP TO	DATE	TOTAL
Excel Academy 1 Technology Drive I-811 Irvine, CA 92618	Excel Academy 1 Technology Drive I-811 Irvine, CA 92618	02/11/2026	<b>\$202,656.56</b>

ACTIVITY	QTY	RATE	AMOUNT
Lenovo/HP/Acer Chromebook Intel CPU, 8GB RAM, 64GB eMMC, 11.6" Touchscreen	500	342.75	171,375.00
Google Chrome Education Upgrade	500	30.00	15,000.00
Chromebook Google Enrollment Integration Services	500	2.00	1,000.00
CA Recycle Fee	500	4.00	2,000.00
SUBTOTAL			189,375.00
TAX			13,281.56
<b>TOTAL</b>			<b>\$202,656.56</b>

THANK YOU.

Accepted By

Accepted Date

## Coversheet

### Approval of CliftonLarsonAllen (CLA) Annual Audit Engagement Services between and Tax Entity Compliance Statement of Work

**Section:** IX. Business/Financial Services  
**Item:** C. Approval of CliftonLarsonAllen (CLA) Annual Audit Engagement Services between and Tax Entity Compliance Statement of Work  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
EACS 2026 Entity Tax Compliance Statement of Work.pdf  
EACS 2026 Statement of Work - Audit Services - US GAAS or US GAAS & YB.pdf

#### BACKGROUND:

The State Controller mandates that charter schools undergo independent audits of financial records and procedures annually to ensure compliance with federal and state regulations. These audits aim to foster responsible fiscal practices, optimize the utilization of public funds, and assess the integrity of financial accounting and reporting systems.

After careful consideration, the Excel Academy Charter Schools Audit Committee has determined that Clifton Larson Allen LLP best fulfills the School's requirements. Consequently, the Committee recommends that the Board of Directors approve the agreement for professional audit services to Clifton Larson Allen LLP.

The base agreement is \$40,750, excluding additional expenses such as travel, report production, supplementary information preparation, technology and client support fees, potential legislative changes and other administrative costs. Consequently, the total estimated amount for this request is \$55,000.

#### RECOMMENDATION:

It is recommended that the Board of Directors approve \$55,000 for professional audit services for FY2025-26.



Date: February 16, 2026

### ***Statement of Work - Tax Exempt Returns and Filings***

This agreement constitutes a statement of work (“SOW”) under the master service agreement (“MSA”) dated September 12, 2022, or any superseding MSA, made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Excel Academy Charter Schools (“you,” “your,” or “the organization”). The purpose of this SOW is to confirm our understanding of the scope of services, responsibilities, limitations, and related terms of our engagement for the year ended June 30, 2026.

#### **Our responsibility to you**

We will prepare the entity's federal and state returns and filings as defined herein in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

#### **Your responsibilities**

It is your responsibility to provide us with all of the information needed to prepare complete and accurate returns and filings. We will have no obligation to prepare the returns and filings until you have provided such information to us. It is your responsibility to comply with all foreign jurisdiction filing requirements. We have no obligation to prepare returns for foreign jurisdictions.

CLA requires that you provide information 60 days prior to the filing deadline. If you provide information after that date, we may be unable to complete the return(s) by the original filing deadline and may need to file an extension. If an extension is filed and information is not provided by 60 days prior to the extended filing deadline, we may be unable to complete your return(s) by the extended due date. Failure to timely file your return(s) or to file for an extension can result in penalties which can be substantial.

The United States Supreme Court ruled in *South Dakota versus Wayfair* that physical presence is no longer required to establish nexus for sales tax. This ruling may have broad implications, even beyond sales tax, as to where an entity is subject to tax. Please note that if the entity had a taxable presence in more than one jurisdiction, such as an employee or agent within the jurisdiction, any tangible property owned or rented within the jurisdiction, or if the entity exceeds any applicable economic nexus thresholds, the entity, its owners, or related entities may be subject to state or local income, sales, use, franchise, or gross receipts tax in that jurisdiction depending upon the particular facts. It is the entity's responsibility, not CLA's, to

determine if assistance is needed in deciding whether the entity, its owners, or related entities may be liable for income, sales, use, franchise, or gross receipts tax, or have a filing requirement in the various state or local jurisdictions.

It is important for you to identify any ownership OR signature authority over a foreign bank account or other foreign financial assets which includes but is not limited to foreign: stocks, mutual funds, partnerships, bonds, retirement accounts, estates, trusts, annuities, swaps, and derivatives. Failure to disclose penalties can be significant, starting at \$10,000 and can be upwards of 50 percent of the value of the asset. Please provide account statements if you have any foreign account ownership or signature authority. Note that these rules do not apply to foreign investments held by U.S. mutual funds. In addition, ownership in a foreign business entity (association, corporation, disregarded entity, or partnership) could trigger additional U.S. foreign informational reporting requirements. These reporting requirements require the disclosure of ownership, financial information, and related-party transactions. Failure to properly disclose ownership, related-party transactions, and the required information could trigger a penalty of up to \$25,000 penalty per filing. We cannot be held responsible if you fail to identify or provide such information to us.

For all nonattest services we may provide to you, including these tax services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services. You are responsible to carefully review the returns and filings that we prepare on your behalf before they are signed and submitted to tax authorities. We will advise you with regard to tax positions taken in the preparation of the returns and filings, but the responsibility for the returns and filings remains with you.

### **Section 174 capitalization requirement**

For tax years beginning after December 31, 2021, research and experimental (“R&E”) expenditures under Internal Revenue Code Section 174 were required to be capitalized and amortized. The legislation referred to as the “One Big Beautiful Bill Act” (the “Act”), signed on July 4, 2025, modified these rules.

The Act reinstated the ability to fully expense domestic R&E expenditures for tax years beginning after December 31, 2024. Unamortized domestic R&E expenditures from 2022 through 2024 can be deducted in 2025. Alternatively, they can be deducted ratably in 2025 and 2026. Additionally, small business taxpayers may elect to deduct such unamortized expenditures for tax years 2022 through 2024 on amended income tax returns if filed by July 4, 2026. Note that amending prior year tax returns may reduce previously claimed research and development tax credits and result in other impacts to prior year tax liabilities.

The Act did not change the treatment of foreign R&E expenditures. Therefore, such expenditures must continue to be identified, capitalized, and amortized over 15 years.

We are available to model and analyze the impacts of each option available to you under the Act. Such services, if requested, will be covered under a separate SOW.

### **Beneficial ownership information reporting**

Under the Corporate Transparency Act (CTA), foreign entities (non-US entities) doing business in the U.S. are required to report information to the Financial Crimes Enforcement Network (FinCEN) as to their beneficial ownership. It is your responsibility to prepare and submit any BOI report to FinCEN that is required under the CTA. In addition, certain states may have beneficial ownership disclosure requirements for foreign and domestic entities. We have no obligation to identify any filing requirements or provide any services related to BOI reporting.

### **Tax examinations**

All returns and filings are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your returns and filings. Our fee for such services will be billed to you, along with any direct costs.

### **Record retention**

You are responsible for retaining all documents, records, canceled checks, receipts, or other evidence in support of information and amounts reported on your returns and filings. These items may be necessary in the event a taxing authority examines or challenges your returns or filings. These records should be kept for at least seven years. Your copy of the returns and filings should be retained indefinitely.

If carryover item(s) exist (e.g., capital loss, net operating loss, tax credits, etc.), you should retain the supporting records related to the carryover item(s) until the item has either been utilized (and the statute of limitations associated with the year of utilization has expired) or the carryforward period has expired.

In preparing the returns and filings, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your returns and filings will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for your records.

### **Tax consulting services**

This statement of work also covers tax consulting services that may arise for which you seek our consultation and advice, both written and oral, that are not the subject of a separate statement of work. These additional services are not included in our fees for the preparation of the federal and state returns and filings. Our fee for such services will be billed to you, along with any direct costs.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written

advice provided by us is for your information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

<b>Tax Compliance Services or Form Description</b>	<b>Fee Detail</b>
--	-------------------

IRS Form 990 – Return of Organization Exempt from Income Tax	\$4,750
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Our customary billing practice is to invoice up to 50% of the estimated professional services fees upon receipt of your tax return information, or upon the preparation of an application for an extension of time to file your tax return(s) if earlier. We will continue to periodically bill for our time as work progresses.

Our professional fee reflects that, if needed, CLA will provide you with first and second drafts of each return or filing. Additional drafts requested by you may result in additional professional fees.

Additional charges may apply if you request a paper copy of your return(s), your circumstances are complex, changes to the tax law occur, or unexpected circumstances require additional time. We may apply a 20% surcharge (based on prior year invoice) if you do not provide accurate and complete tax information at least 60 days prior to the extended federal filing deadline, and an additional 5% surcharge for each and every two-week period thereafter until accurate and complete tax information is provided.

We will also bill for expenses (including travel, report production, word processing, postage, internal and administrative charges, etc.) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

**Termination of agreement**

Either party (you or CLA) may terminate this SOW at any time by giving written notice to the other party. In that event, the provisions of this SOW and the MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

**CliftonLarsonAllen LLP**

Lili Huang  
Principal  
lili.huang@claconnect.com

**Accepted on behalf of:**

CLA  
CLA

*Lili Huang*

Lili Huang, Principal

SIGNED 2/16/2026, 11:39:52 AM PST

**Client**

Excel Academy Charter Schools

SIGN:

Heidi Gasca, Executive Director

DATE:

DO NOT SIGN PDF -  
PLEASE USE LINK  
IN EMAIL



February 16, 2026

### ***Statement of Work - Audit Services***

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated September 12, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Excel Academy Charter Schools ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2026.

Lili Huang is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive years for any firm where the principal of the audit and the reviewing principal have been the same in each of those years. This is the sixth consecutive year Lili Huang will be the engagement principal.

#### **Scope of audit services**

We will audit the financial statements of Excel Academy Charter Schools, which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the "financial statements") as of and for the year ended June 30, 2026.

The statement of financial position, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

#### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the supplementary information.
- Preparation of adjusting journal entries, as needed.
- Preparation of the informational tax returns.

#### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the

financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the 2025-2026 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (State Audit Guide). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

We will provide an opinion (or disclaimer of opinion) on compliance with requirements described in the 2025-26 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel. The State Compliance report will include a paragraph that states that the purpose of the report over compliance is to express an opinion on compliance with the types of requirements described in the 2025-26 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting; however, that the audit does not provide a legal determination of the entity's compliance.

The state compliance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the State Audit Guide.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial

statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

It is our understanding that our auditors' report will be included in your annual report which is comprised of Local Education Agency Organization Structure and that your annual report will be issued concurrent with the financial statement audit. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* and the State Audit Guide.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of the entity and its environment, including the system of internal control, relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management Override of Controls
- Revenue Recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the State Audit Guide. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will

be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the State Audit Guide.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The California Department of Education and State Controller's Office requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state statutes and regulations. Our procedures will consist of tests of transactions and other applicable procedures described in the State Audit Guide for the types of compliance requirements applicable to the entity. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to the State Audit Guide.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability

to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with state statutes, regulations, and the terms and conditions of state awards applicable to the entity's state programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for state compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, grant agreements, and State Audit Guide that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the State Audit Guide; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a

registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We expect to begin our audit on approximately April 1, 2026.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of CLA and constitutes confidential

information. However, we may be requested to make certain audit documentation available to regulatory bodies pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of CLA’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to those regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a regulator. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

*Government Auditing Standards* require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

**Fees**

Our professional fee is \$36,000.00. We will also bill for expenses (including travel, report production, word processing, postage, internal and administrative charges, etc.) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

There is a ten percent withholding clause per Education Code 14505.

**Bill to be mailed on**

March 2026

June 2026

November 2026

**Amount to be billed**

One-third of our professional fees

One-third of our professional fees

One-third of our professional fees

Estimated fees based on the 2025-26 State Audit Guide dated July 1, 2025.

**Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of Excel Academy Charter Schools.

DO NOT SIGN PDF  
PLEASE USE LINK  
IN EMAIL

CLA  
CLA

*Lili Huang*

Lili Huang, Principal

SIGNED 2/16/2026, 11:43:35 AM PST

**Client**  
Excel Academy Charter Schools

SIGN: \_\_\_\_\_

Heidi Gasca, Executive Director

DATE: \_\_\_\_\_

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IN EMAIL

# Coversheet

## Approval of the Sage Intacct Ageement (Renewal)

**Section:** IX. Business/Financial Services  
**Item:** D. Approval of the Sage Intacct Ageement (Renewal)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Quote\_Document\_-\_Excel\_Academy\_-\_Renewal\_(26).pdf

### BACKGROUND:

Sage Intacct Accounting Service is a streamlined, paperless solution for managing accounting and reporting tasks utilized by Excel Academy Charter Schools and other charter schools since 2020. Its modular design offers essential financial modules such as General Ledger, Accounts Payable, Accounts Receivable, Cash Management, and overall entity administration. Acting as the central repository, it meticulously records and tracks all financial transactions for the schools.

### RECOMMENDATION:

It is recommended that the Board of Directors approve the renewal of the Sage Intacct for accounting software services not exceeding \$55,680.

Colby Thompson  
 Sage Intacct, Inc.  
 300 Park Ave, Floor Suite 1400  
 San Jose, CA 95110  
 (408) 878-0900



**Date:** 26-Jan-2026  
**Offer Expires:** 10-Apr-2026  
**Quote #:** Q-868290

## Renewal Order Schedule

**Prepared For:**  
**Name:** Joe Sorrera  
**Company:** Excel Academy  
**Address:** 1 Technology Drive, I-811  
 Irvine, CA 92618  
**Phone:** (949) 387-7822  
**Email:** jsorrera@excelacademy.education

**Bill To:**  
**Name:** Accounts Payable  
**Company:** Excel Academy  
**Address:** 1 Technology Drive, I-811  
 Irvine, CA 92618  
**Phone:** (949) 387-7822  
**Email:** accountspayable@excelacademy.education

**Subscription Term Length:** 12 (months)

**Subscription Period:** 15-Apr-2026 through 14-Apr-2027

**Subscription Invoicing:** Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced annually at the beginning of each paid subscription period.

**Subscription Payment Terms:** Net 30 from date of invoice.

## Products

### Sage Intacct Services

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Financial Management (for a Single Business Entity)	Sage Intacct Financial Management includes the following: General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Standard Reports, Dashboard, and Customization Services.	1.00	7,980.00	7,980.00
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	5.00	4,020.00	20,100.00
Sage Intacct Buy With Confidence Program	The Sage Intacct Buy With Confidence program includes guaranteed system uptime and disaster recovery for the Sage Intacct Services. Details of the Buy With Confidence program, including the specific Sage Intacct Services in scope and our service level commitments, are available at <a href="http://www.sage.com/us/legal/sage-intacct/sla/">www.sage.com/us/legal/sage-intacct/sla/</a> .	1.00	0.00	0.00

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Application Hosting, Infrastructure, and Security Services	Hosting of the Sage Intacct Services at a secure top tier data center, and disaster recovery services at a separate secure data center in a different geographic locale, described in our Documentation. Additionally, data is backed up to a secondary data center.	1.00	0.00	0.00
Essentials Support	Essentials Support is included as part of the Sage Intacct Financials subscription for all direct customers. Support hours are Monday to Friday, 6am to 6pm (Sage local time). For P1 cases, support is available after-hours and during local holidays. Support may be accessed online or by phone for two (2) Designated Support Users; those users will provide first level support to Company's other users. All submitted cases will receive an acknowledgement through case comments, email notification, or phone call as follows: P1, within 1 business hour; P2, within 4 business hours; and P3, within 8 business hours. Company may purchase three (3) additional Designated Support Users.	1.00	0.00	0.00
Sage Intacct Platform Services - Standard	Sage Intacct Platform Services - Standard includes the ability to deploy up to 2 applications on the Sage Intacct Platform with up to 10 custom objects and 10,000 custom records. This SKU is the minimum purchase required for the deployment of any Sage Intacct Marketplace Partner applications or other third-party applications.	1.00	0.00	0.00
Sage Intacct Employee User 10 Pack	Ten (10) employee user pack with limited access rights which include: read only access to the Dashboard; ability to enter/approve expense reports, timesheets and/or purchase requisitions. Also includes read only access to any additional applications built on the Sage Intacct Platform.	1.00	2,160.00	2,160.00
Sage Intacct Nonprofit Spend Management	Sage Intacct Nonprofit Spend Management enables organizations to prevent expenditures beyond committed resources. Configuration can warn of or prevent overspending. Provides insight and controls to deliver on mission and commitment.	1.00	3,180.00	3,180.00
Sage Intacct Grants Tracking and Billing	Grants Tracking and Billing allows you to create records with descriptive elements and tag select financial transactions with specific grant information for reimbursement request generation, invoicing if needed, analysis, and reporting. Allows for resource skill and certification tracking, resource analysis and assignment, utilization and forecasting. Includes Basic Project tracking, Sage Intelligent Time for AI-powered web and mobile timekeeping with suggested time entries and Time & Expense.	1.00	9,780.00	9,780.00
Each Additional Business Entity	A business entity is an independent balancing set of accounting books with tax reporting capabilities.	1.00	1,020.00	1,020.00
Sage Intacct API Performance Tier 1	API transactions for modules of the Sage Intacct Services, FinTech partners that we recommend to you, and Third-Party Services that we resell to you on our Order Schedules are included at no additional cost. Under Performance Tier 1 for Sage Intacct, API transactions for any custom integrations, ETL integrations with our Marketplace Partners, and partners that exit our Marketplace Partner program require a Web Services - Developer License and are also included at no additional cost until the number of API transactions exceed 100,000 API transactions per month. Monthly overage fees will apply if you exceed this use. You may upgrade to a higher tier at any time, but once you upgrade you may not downgrade to a lower tier until the next annual subscription period.	1.00	0.00	0.00

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct User-Defined Dimensions Base Package	Using user-defined dimensions, you can create additional dimensions to help track and report on transactions in Sage Intacct. This SKU enables you to create up to 3 user-defined dimensions.	1.00	0.00	0.00
<b>Sage Intacct Services Total:</b>				USD 44,220.00

**Sage Intacct Planning**

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Planning - License	Includes the ability to create and manage budgets, manage what-if scenarios, create versions, and collaborate across user types.	1.00	9,960.00	9,960.00
Sage Intacct Planning - Integration	Includes the ability to integrate budgeting and planning data from the Sage Intacct Planning module with Sage Intacct.	1.00	0.00	0.00
Sage Intacct Planning - Creator	Includes the ability to create, edit, and delete budgets, including versions and what-if scenarios. The creator user can manage permissions and security for all other user types and has full rights to create and manage centralized calculations.	1.00	1,500.00	1,500.00
<b>Sage Intacct Planning Total:</b>				USD 11,460.00

**One-Time and Other Charges**

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct API Overage	If you conduct more monthly API transactions than the amount included in your performance tier, then the following overage fees apply to each API transaction you conduct over those limits. The overage fees for API transactions are calculated here per pack of 10 API transactions and will be billed on a monthly basis.	0.00	0.17	0.00
<b>One-Time and Other Charges Total:</b>				USD 0.00

**Grand Total:** USD 55,680.00

**TERMS:**

This Order Schedule is subject to the Agreement between Sage Intacct, Inc. and Excel Academy with effective date 29-Mar-2023, inclusive of any subsequent modifications, including as set forth at <https://www.sageintacct.com/customer-terms-us/tos>. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Prices shown above do not include any taxes that may apply.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature through DocuSign.**

**Excel Academy**

**Sage Intacct, Inc.**

\_\_\_\_\_  
**(Authorized Signature)**

\_\_\_\_\_  
**(Authorized Signature)**

Joe Sorrrera

Director of Business Services

\_\_\_\_\_  
**(Printed Name and Title)**

\_\_\_\_\_  
**(Printed Name and Title)**

\_\_\_\_\_  
**(Signature Date)**

\_\_\_\_\_  
**(Signature Date)**

jsorrera@excelacademy.education

**Exhibit A**

**Additional Terms and Conditions**

The following terms are added to, and in the event of a conflict prevail over, the Terms:

- Sage Intacct Financial Management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.

# Coversheet

## Approval of the School Pathways LLC Agreement for 2026-27 (Renewal)

**Section:** IX. Business/Financial Services  
**Item:** E. Approval of the School Pathways LLC Agreement for 2026-27  
(Renewal)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
School Pathways Quote Form with Excel Academy Charter (7\_1\_2026-6\_30\_2027) (3.5.2026).pdf  
School Pathways Quote Form with Excel Academy Charter School East (7\_1\_2026-6\_30\_2027) (3.5.2026).pdf

### BACKGROUND:

School Pathways has been Excel Academy's comprehensive, web-based Student Information System (SIS) for the past 12 years. It serves as a centralized hub for:

- **Compliance & State Reporting:** Built-in tools for CALPADS reporting and state-mandated documentation.
- **Personalized Learning Management:** Features that allow for individual student pacing, assignment tracking, and digital document archiving.
- **Operational Efficiency:** Integrated modules for online registration, lottery management, and secure digital signatures.

### Usage at Excel Academy

Excel Academy utilizes School Pathways as its primary "system of record" to manage the complex administrative and compliance requirements of its personalized learning paths. Specifically, the system is used to:

- **Document Compliance:** Facilitate the creation, signing, and archiving of Master Agreements and Learning Reports, which are critical for independent study funding and audits.
- **Attendance & Work Tracking:** Enable Teachers of Record (ToR) to claim attendance and verify student "bodies of work" digitally, replacing manual, paper-heavy processes.
- **Engagement Portals:** Provide students and parents with a dedicated portal to access assignments, view grades, and communicate with teachers.
- **Data Integration:** Act as the central repository for student data, integrating with other platforms (like Canvas LMS and Beehively) to ensure a single source of truth for enrollment, demographics, and academic progress.

### RECOMMENDATION:

Excel Academy continues to leverage School Pathways to streamline its non-classroom-based operations. By centralizing enrollment, compliance documentation, and academic reporting into one digital platform, the school ensures high data integrity for state reporting while providing a user-friendly interface for families and staff to track student progress in real-time."



### School Pathways Quote Form with Excel Academy Charter (7/1/2026-6/30/2027)

**School Pathways LLC**

Company address  
 PO Box 432, Portola, CA 96122

Company ID no.  
**FEIN #84-3824527**

Hereinafter referred to as  
 -

**Excel Academy Charter**

Company address  
**1 TECHNOLOGY DRIVE BUILDING I, SUITE 811, IRVINE CA 92618**

Company ID no.  
 -

Hereinafter referred to as  
 -

Customer Name: Excel Academy Charter	Enrollment: 1147
Customer Contact Name: Heidi Gasca	Customer Contact Title: Executive Director/CEO
Contact Email: hgasca@excelacademy.education	Number of Schools: 1
Customer Contact Phone: 949-387-7822	Contract Term: 12 months
Proposal Issue Date: 2026-03-05	Start Date: 2026-07-01
Proposal Expiration Date: 2026-06-30	End Date: 2027-06-30

Deal ID: 56896249403

SaaS Subscriptions / One-Time Fees	Quantity	Unit	Unit Price (\$)	Fee (\$)
SIS (Student Information System) Annual Subscription	1147	Student	\$6.73	\$7719.31
SIS Oversight Annual Subscription	1147	Student	\$2.09	\$2397.23
PLS Annual Subscription	1147	Student	\$49.00	\$56203.00
RegOnline Annual Subscription	1147	Student	\$1.80	\$2064.60
SPArchiving Annual Subscription	1147	Student	\$6.75	\$7742.25
Beehively Export Bridge Annual Subscription (District Oversight Level)	1	School	\$322.09	\$322.09
Clever Export Bridge Annual Subscription (District Oversight Level), prorated 3/1/2027-6/30/2027	1	School	\$357.75	\$118.60
iReady Bridge Annual Subscription (District Oversight Level)	1	School	\$255.20	\$255.20
OPS Export Bridge Annual Subscription	1	School	\$612.47	\$612.47
Parsec Export Bridge Annual Subscription (District Oversight Level), prorated 12/1/2026-6/30/2027	1	School	\$636.00	\$367.66



CALPADS Hourly Support Annual Minimum (up to 4 hours per year), see attached Addendum	1	School	\$898.88	\$898.88
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<b>Total Annual Fees:</b>	\$78701.29
<b>Total One-Time Fees:</b>	\$0.00
<b>Total Quote:</b>	\$78701.29

School Pathways will review enrollment prior to term end date to adjust subscription fees for enrollment increases as needed. Any applicable state sales tax has not been added to this quote.

Invoices shall be issued at or by quote start date. All invoices shall be paid before or on the due date set forth on invoice.

By execution of this quote, School Pathways subscriptions and/or services listed herein shall be provided to the Customer subject to the terms and conditions found at: link to [www.schoolpathways.com/msa](http://www.schoolpathways.com/msa)

IN WITNESS WHEREOF, the parties hereto have executed this Order Form on the dates indicated below.

## Signatures

On behalf of Excel Academy Charter Representative title Executive Director/CEO Company representative Heidi Gasca Email hgasca@excelacademy.education _____ Signature _____ Date	On behalf of School Pathways LLC Representative title CEO Company representative Kacie Jester Email kacie@schoolpathways.com _____ Signature _____ Date
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School Pathways, LLC  
PO Box 432, Portola, CA 96122  
Phone: 866-200-6936

### **CALPADS Hourly Support Addendum**

Hourly CALPADS Support Services will include a dedicated consultant who will:

- Assist with your submission process by being available to answer questions, troubleshoot errors, and instruct you through the submission process for the 2026/2027 school year including Fall 1, Fall 2, EOY 1-3, and Ongoing Updates (including the resolution of MID, ERD, and CCE anomalies).

The CALPADS Hourly Support Services will not include the submission of Special Education Data submitted through the school's SED system (Special Education Data System). CALPADS Hourly Support will be billed in increments of 1 hour.



### School Pathways Quote Form with Excel Academy Charter School East (7/1/2026-6/30/2027)

**School Pathways LLC**

Company address  
**PO Box 432, Portola, CA 96122**

Company ID no.  
**FEIN #84-3824527**

Hereinafter referred to as  
 -

**Excel Academy Charter School East**

Company address  
**1 Technology Drive, Irvine CA 92618**

Company ID no.  
 -

Hereinafter referred to as  
 -

Customer Name: Excel Academy Charter School East	Enrollment: 824
Customer Contact Name: Heidi Gasca	Customer Contact Title: Executive Director/CEO
Contact Email: hgasca@excelacademy.education	Number of Schools: 1
Customer Contact Phone: 949-387-7822	Contract Term: 12 months
Proposal Issue Date: 2026-03-05	Start Date: 2026-07-01
Proposal Expiration Date: 2026-06-30	End Date: 2027-06-30

Deal ID: 56889183577

SaaS Subscriptions / One-Time Fees	Quantity	Unit	Unit Price (\$)	Fee (\$)
SIS (Student Information System) Annual Subscription	824	Student	\$14.15	\$11659.60
SIS Oversight Annual Subscription	824	Student	\$1.91	\$1573.84
PLS Annual Subscription	824	Student	\$44.82	\$36931.68
RegOnline Annual Subscription	824	Student	\$1.89	\$1557.36
SPArchiving Annual Subscription	824	Student	\$6.17	\$5084.08
Beehively Export Bridge Annual Subscription (District Oversight Level)	1	School	\$322.09	\$322.09
Clever Export Bridge Annual Subscription (District Oversight Level), prorated 3/1/2027-6/30/2027	1	School	\$357.75	\$118.60
iReady Bridge Annual Subscription (District Oversight Level)	1	School	\$295.16	\$295.16
OPS Export Bridge Annual Subscription	1	School	\$700.98	\$700.98
Parsec Export Bridge Annual Subscription (District Oversight Level), prorated 12/1/2026-6/30/2027	1	School	\$636.00	\$367.66



CALPADS Hourly Support Annual Minimum (up to 4 hours per year), see attached Addendum	1	School	\$898.88	\$898.88
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<b>Total Annual Fees:</b>	\$59509.93
<b>Total One-Time Fees:</b>	\$0.00
<b>Total Quote:</b>	\$59509.93

School Pathways will review enrollment prior to term end date to adjust subscription fees for enrollment increases as needed. Any applicable state sales tax has not been added to this quote.

Invoices shall be issued at or by quote start date. All invoices shall be paid before or on the due date set forth on invoice.

By execution of this quote, School Pathways subscriptions and/or services listed herein shall be provided to the Customer subject to the terms and conditions found at: link to [www.schoolpathways.com/msa](http://www.schoolpathways.com/msa)

IN WITNESS WHEREOF, the parties hereto have executed this Order Form on the dates indicated below.

## Signatures

On behalf of Excel Academy Charter School East Representative title Executive Director/CEO Company representative Heidi Gasca Email hgasca@excelacademy.education _____ Signature _____ Date	On behalf of School Pathways LLC Representative title CEO Company representative Kacie Jester Email kacie@schoolpathways.com _____ Signature _____ Date
---	--





School Pathways, LLC  
PO Box 432, Portola, CA 96122  
Phone: 866-200-6936

### **CALPADS Hourly Support Addendum**

Hourly CALPADS Support Services will include a dedicated consultant who will:

- Assist with your submission process by being available to answer questions, troubleshoot errors, and instruct you through the submission process for the 2026/2027 school year including Fall 1, Fall 2, EOY 1-3, and Ongoing Updates (including the resolution of MID, ERD, and CCE anomalies).

The CALPADS Hourly Support Services will not include the submission of Special Education Data submitted through the school's SED system (Special Education Data System). CALPADS Hourly Support will be billed in increments of 1 hour.

# Coversheet

## Approval of the Curriculum Associates (iReady Assessment) Agreement (Renewal)

**Section:** X. Education Services  
**Item:** A. Approval of the Curriculum Associates (iReady Assessment)  
Agreement (Renewal)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Curriculum Associates - i-Ready Contract 26-27.pdf

### BACKGROUND:

i-Ready is Excel Academy's internal local benchmark assessment offered through Curriculum Associates in math and reading. This annual contract includes the diagnostic assessment for all K-11 grade students. The diagnostic score reports are used to monitor student progress, and provide students with the necessary resources, interventions, and support if they are falling below grade level.

### RECOMMENDATION:

It is recommended that the Board approval the i-Ready Agreement renewal as presented.

# Curriculum Associates®

Quote ID: 442779.3    Date: 3/3/2026    Quote Valid through: 12/31/2026

**Prepared For:**  
 Jennifer Craig  
 Excel Academy  
 1 Technology Dr Ste i-811,  
 Irvine, CA 92618  
 jcraig@excelacademy.education  
 9493877822

**Your Representative:**  
 Holly Costello  
  
 hcostello@cainc.com

**i-Ready**

Product Name	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 1201 or more Students 1 Year	15006.0	1	\$34,840.00	\$34,840.00
i-Ready Subtotal:				\$34,840.00

**Professional Learning**

Product Name	Item #	Qty	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Complement Professional Learning Sessions	40124.0	1	\$0.00	\$0.00
Professional Learning Subtotal:				\$0.00

**Total**

List Total:	\$34,840.00
Savings:	\$0.00
Merchandise Total:	\$34,840.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
<b>Total:</b>	<b>\$34,840.00</b>

**Special Notes**

All i-Ready purchases require professional learning.

F.O.B.: N. Billerica, MA 01862  
 Shipping: Shipping based on MDSE total  
 Terms: Net 30 days, pending credit approval  
 Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

N1

# Curriculum Associates®

## Placing an Order

Email: [Orders@cainc.com](mailto:Orders@cainc.com)

**Submit PO by Mail:**

ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates LLC  
153 Rangeway Rd  
North Billerica, MA 01862-2013

**Submit Order by Check:**

Curriculum Associates, LLC  
PO Box 936600  
Atlanta, GA 31193-6600

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1- 800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	8% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is **500lbs.**

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service \$1000/delivery/site

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$500/shipment location
- Freight Storage \$1000/shipment location
- Freight Carrier Redelivery \$350/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing [AR@cainc.com](mailto:AR@cainc.com).

Please send any payment notifications to [payments@cainc.com](mailto:payments@cainc.com). Credit card payments are only accepted for purchases under \$50,000.

## Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at [invoices@cainc.com](mailto:invoices@cainc.com) or by fax (1- 800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

## Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support). Customer's professional learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at [curriculumassociates.com/support/privacy-and-policies](http://curriculumassociates.com/support/privacy-and-policies).

## Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, i-Ready Classroom® student and teacher sets, and Magnetic Foundation and Literacy classroom kits.

# Coversheet

## Approval of the Amended Articles of Incorporation

**Section:** XI. Operations  
**Item:** A. Approval of the Amended Articles of Incorporation  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EACS Articles of Incorporation.pdf  
REDLINE EACS Articles of Incorporation.pdf

**BACKGROUND:**

Excel Academy's Articles of Incorporation are being amended to fully remove Community Collaborative Charter Schools' name from the document.

## **AMENDED AND RESTATED ARTICLES OF INCORPORATION OF EXCEL ACADEMY CHARTER SCHOOLS**

### **The undersigned hereby certify that:**

1. They are the president and secretary, respectively, of Excel Academy Charter Schools, a California nonprofit public benefit corporation.
2. The articles of incorporation of the corporation are amended and restated to read as follows:

### **ARTICLE I.**

The name of the corporation is Excel Academy Charter Schools.

### **ARTICLE II.**

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific purposes for which this corporation is organized are to create, manage, operate, guide, direct, and promote one or more public charter schools, and such other educational programs that promote lifelong learning as its Board of Directors may approve from time to time.

### **ARTICLE III.**

A. This corporation is organized and operated exclusively for charitable and educational purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of any candidate for public office.

C. Notwithstanding any other provision of these articles, the corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the corporation. The corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax

code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## ARTICLE IV.

A. The assets and property of this corporation are irrevocably dedicated to charitable and educational purposes and no part of the net income or assets of this corporation shall inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

B. Upon the dissolution or winding up of the corporation, its assets remaining after payment of all debts and liabilities of the corporation, shall be distributed to another public school, or to a California nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable and educational purposes, and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and which maintains or participates in, or is eligible to maintain or participate in, a governmental plan under Section 414(d) of the Internal Revenue Code, or to another entity that maintains or participates in, or is eligible to maintain or participate in, a governmental plan under Section 414(d) of the Internal Revenue Code.

3. The foregoing amended and restated articles of incorporation have been duly approved by the corporation's board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated:

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William Hall, President

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Lauren Hansen, Secretary

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
EXCEL ACADEMY CHARTER SCHOOLS ~~COMMUNITY COLLABORATIVE CHARTER~~  
SCHOOL**

**The undersigned hereby certify that:**

1. They are the president and secretary, respectively, of ~~Excel Academy Charter Schools Community Collaborative Charter School~~, a California nonprofit public benefit corporation.
2. The articles of incorporation of the corporation are amended and restated to read as follows:

**ARTICLE I.**

The name of the corporation is Excel Academy Charter Schools.

**ARTICLE II.**

- A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific purposes for which this corporation is organized are to create, manage, operate, guide, direct, and promote one or more public charter schools, and such other educational programs that promote lifelong learning as its Board of Directors may approve from time to time.

**ARTICLE III.**

- A. This corporation is organized and operated exclusively for charitable and educational purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of any candidate for public office.
- C. Notwithstanding any other provision of these articles, the corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the corporation. The corporation shall not carry on any other activities not

permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## ARTICLE IV.

A. The assets and property of this corporation are irrevocably dedicated to charitable and educational purposes and no part of the net income or assets of this corporation shall inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

B. Upon the dissolution or winding up of the corporation, its assets remaining after payment of all debts and liabilities of the corporation, shall be distributed to another public school, or to a California nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable and educational purposes, and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and which maintains or participates in, or is eligible to maintain or participate in, a governmental plan under Section 414(d) of the Internal Revenue Code, or to another entity that maintains or participates in, or is eligible to maintain or participate in, a governmental plan under Section 414(d) of the Internal Revenue Code.

3. The foregoing amended and restated articles of incorporation have been duly approved by the corporation's board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated:

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William Hall, President

---

Lauren Hansen, ~~Kurt Madden~~ Secretary

# Coversheet

## Approval of Educational Leadership Services (ELS) Agreement

**Section:** XII. Personnel Services  
**Item:** A. Approval of Educational Leadership Services (ELS) Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2026 ELS Agreement.pdf

### BACKGROUND:

Educational Leadership Services (ELS) serves as a strategic recruitment partner for Excel Academy, providing a comprehensive, end-to-end search process to secure high-quality executive leadership.

Under this agreement, Excel Academy actively directs the search by approving the initial timeline, identifying key staff and community members for input sessions, and facilitating the outreach necessary to build a candidate profile. While ELS manages the heavy lifting—including national recruitment, rigorous screening, and the preparation of all interview protocols—Excel Academy's Superintendent retains final authority over all hiring decisions.

This collaborative model is supported by a \$16,000 milestone-based fee structure and includes a one-year placement guarantee: if a selected candidate departs within their first year due to dissatisfaction, ELS will conduct a new search at no additional consulting cost. I have attached a proposed agreement.

### Fiscal Impact:

Total fiscal impact: \$16,000.00. This fee is due in three installments:

- 50% will be invoiced upon contract signing and completion of the Planning Meeting
- 25% will be invoiced after the semi-finalists are presented
- 25% will be invoiced after the finalists are presented



## LETTER OF AGREEMENT

### Purpose

The purpose of this Letter of Agreement (the “Agreement”) is to document the working arrangement between

Education Leadership Services (ELS) and Excel Academy ( the Charter School) and its Board of Directors (the “Board”) to support the Executive Director in her effort to recruit and employ talented leadership. All schedules hereto are an integral part of this agreement and are deemed incorporated by reference herein.

### Section I: ELS Responsibilities

1. Conduct a Planning Meeting with Excel Academy and provide a summary of the meeting which will detail the timeline and steps of the search process.
2. Convene meetings to obtain input from identified Excel Academy staff and community members and groups.
3. From all the input, create a Leadership Report that will be provided to the Executive Director posted on the Charter School’s webpage and made available to all interested applicants.
4. Coordinate and place advertisements
5. Recruit and contact candidates utilizing our state and if asked, national networks
6. Conduct a screening interview of top candidates
7. Conduct reference checks of top candidates
8. Identify and present to Excel Academy the highest qualified candidates to be interviewed
9. Prepare application materials of the selected slate of candidates for consideration
10. Prepare materials and protocols to ensure effective interviews of candidates
11. Schedule interviews with selected candidates
12. Facilitate discussion to identify selected candidates
13. Communicate with all unsuccessful candidates at the close of the search and the appointment of the new assistant superintendent

### Section II: The Charter School Responsibilities

1. Approve the search process at the Planning Meeting
2. Discuss and identify all advertising and due diligence efforts
3. Identify and facilitate the input sessions from all individuals and groups identified by Excel Academy

Section III: Guarantees

1. ELS consultants will be available to provide counsel to Excel Academy about the search
2. The appointed CBO will NOT be presented to another Board as a candidate within 5 years of employment unless either is released.
3. If the CBO departs from their position during the first year under any circumstances and the separation is due to dissatisfaction and not personal or familial reasons, ELS will recruit new candidates for the Excel Academy at no additional cost except for travel, advertising and due diligence.

Section IV: Fees and Payment Schedule

In consideration for Services, Excel Academy will pay to Education Leadership Services

1. Consulting Fee for the searches in the amount of \$16,000.00. This fee is due in three installments:
  - 50% will be invoiced upon contract signing and completion of the Planning Meeting
  - 25% will be invoiced after the semi-finalists are presented
  - 25% will be invoiced after the finalists are presented
2. Two advertisements in EdCal is part of the fee.

Section V: Business Relationship

1. Excel Academy and ELS agree that ELS does not have the status of employee, shall not be entitled to any employee fringe benefits and shall function as an independent contractor.
2. All information, notes, interview sheets, lists, and other documents developed by ELS consultants shall remain the property of ELS.
3. As the eventual decision to hire the candidate will be the Executive Director and so Excel Academy hereby agrees to save, indemnify and hold harmless the Consultants for any decision the Executive Director makes in the employment process relative to the hiring or failure to hire of any candidate(s) recommended by the Consultants.

Section VI: Term and Termination

This Agreement shall become effective on the date the Agreement is signed by Sage Oak Charter School and will continue in effect until the search is completed and mutually terminated by both parties.

Education Leadership Services

Excel Academy



2/4/2026

Signature

Date

Signature

Date

David Cash, ELS  
Name and Title

Name and Title

# Coversheet

## Approval of the Professional Services Agreement with Robert Half

**Section:** XII. Personnel Services  
**Item:** B. Approval of the Professional Services Agreement with Robert Half  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Robert Half Agreement.pdf

### BACKGROUND:

The Chief Business Officer (CBO) is a critical leadership role responsible for the organization's financial health, compliance, and long-term fiscal sustainability. To ensure a highly qualified and diverse pool of candidates for this specialized position, the school seeks to partner with a premier executive search firm.

Robert Half is a globally recognized recruitment firm with a dedicated executive search division specializing in finance and accounting leadership. By engaging their services, the school will benefit from:

- A dedicated recruitment team with access to "passive" candidates not currently on job boards.
- Rigorous initial screening and competency mapping tailored to the needs of non-classroom based (NCB) charter school operations.
- Expertise in the Southern California labor market to ensure competitive positioning.

Under the terms of the agreement, Robert Half will manage the end-to-end recruitment lifecycle, including:

- Candidate sourcing and initial interviews.
- Credential verification and background references.
- Presentation of a "shortlist" of finalists for Board and Administration interviews.

### Fiscal Impact

The engagement operates on a contingency-fee basis. The professional fee for a successful placement is set at **25% of the candidate's first-year total annual salary**.

- **Payment Terms:** The fee is earned only upon the successful hire and start date of the applicant.
- **Budget Source:** General Fund / Administrative Recruitment.
- **Estimated Cost:** Based on current CBO market rates in Southern California, the estimated expenditure will align with the approved 2024-2025/2026 budget allocations for administrative leadership.

**RECOMMENDATION:**

It is recommended that the Board of Directors review and approve the Professional Services Agreement with Robert Half to facilitate the recruitment, screening, and placement of a Chief Business Officer (CBO).



1.27.2026

Personal & Confidential  
Megan Anderson  
Excel Academy Charter Schools  
1 Tech Dr.  
Irvine, California 92618

Dear Megan,

Thank you for selecting Robert Half to meet your permanent placement needs. We look forward to working with you in your search for a Chief Business Officer .

Based on our conversation, if Robert Half refers a successful candidate for the position(s) noted above, the terms of this letter shall apply. We agree to a fee of 25% of the hired candidate's annual starting salary.

For any candidate we refer for this position(s), this letter and all additional terms in the enclosed Fee Schedule & Guarantee will represent the terms of our agreement. **In the event of any conflicting terms between this letter and the Fee Schedule & Guarantee, this letter will govern.** This letter agreement is only applicable to, and the only Robert Half Inc. practice group and branch obligated under this letter agreement is, the finance & accounting practice group of the branch located at 1920 Main Street, Suite 550, Irvine, California 2614. We will send you a letter of confirmation regarding this agreement when a candidate has been selected.

We appreciate your business and look forward to working with you to locate a candidate who will be a valuable addition to your company. In the meantime, please do not hesitate to contact me if you have questions or if I can be of additional service.

Sincerely,

A handwritten signature in black ink that reads 'Linda Ha'.

Linda Ha  
Recruiting Manager



## FEE SCHEDULE & GUARANTEE

Thank you for your confidence in *Robert Half*!

Our fees, payable by you, the employer, are contingent on the hiring of a candidate referred by one of our offices. Our standard fee is 35% of the hired candidate's annual salary. However, as discussed and agreed upon for this placement only to further promote our partnership with you, we agree to a reduced fee of 25% of the hired candidate's annual starting salary.

All fees are earned at the time the candidate accepts the position and the fees will be invoiced no more than ten (10) calendar days before the scheduled starting day of employment. Invoices are payable fifteen (15) calendar days from the invoice date. Applicable sales and service taxes will be added to the above amounts.

We reserve the right to include as annual salary any expected bonus, commission or guaranteed increase in salary which is part of the initial employment offer.

### **ROBERT HALF GUARANTEE**

If the full fee is paid within fifteen (15) calendar days from the invoice date, a ninety (90) calendar day pro rata guarantee will be in effect. Otherwise, a thirty (30) calendar day pro rata guarantee will be in effect. In either case, if the employee's employment terminates for any reason other than reorganization, elimination of position, takeover or material change in job responsibility within the applicable guarantee period, we will refund a pro rata portion of the full fee actually paid to us for such candidate or issue a pro rata credit for such amount in the event we provide a replacement. The refund or credit will be equal to 1/90th or 1/30th of the full fee actually paid to us for such candidate, as applicable, multiplied by the number of calendar days remaining in the guarantee period as of the last day of employment.

### **REFERRALS**

The fee applies to candidates referred by us for a specified or an alternate position, and employed by you (or an affiliate or any other entity as a result of subsequent referrals by you), either as an employee, consultant or independent contractor, within twelve (12) months from the date of our last referral of a candidate. Please notify us immediately if you require Robert Half to perform background checks or other placement screenings of the final candidate selected for employment. We will conduct such checks or screenings only if they are described in a signed, written amendment to this Fee Schedule & Guarantee.

### **NO CONTRARY AGREEMENTS**

This Fee Schedule & Guarantee and the attached cover letter contain the complete and final agreement on the topics discussed herein and supersede any prior agreements or understandings on these topics. If there is a conflict between this Fee Schedule & Guarantee and the attached cover letter, the attached cover letter will prevail over a conflicting term in this Fee Schedule & Guarantee. Our employees do not have the authority either to verbally modify this Fee Schedule & Guarantee or to assume additional responsibilities (except as set forth in the attached cover letter) other than those set forth in this Fee Schedule & Guarantee.

All referrals are made in confidence. Acceptance of our candidate referrals constitutes acceptance of the terms of this fee schedule.

# Coversheet

## Approval of the Zoom Phones Purchase for Excel Academy Staff

**Section:** XII. Personnel Services  
**Item:** C. Approval of the Zoom Phones Purchase for Excel Academy Staff  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Zoom Phone Quote.pdf

### BACKGROUND:

Excel Academy currently utilizes Granite Telecommunications for its communication services at an annual cost of **\$45,600**. While Granite has supported the school's needs in prior years, the system no longer provides the level of flexibility, scalability, and integrated functionality required to support the Academy's continued growth and evolving operational demands.

As Excel Academy expands, a more robust and integrated cloud-based communication system is necessary to ensure secure, reliable, and seamless connectivity across all departments and school sites.

To ensure a competitive and transparent selection process, staff issued a **Request for Proposal (RFP)** for upgraded communication services. Three proposals were received and evaluated based on cost, service capability, scalability, security, and overall value to the organization.

After careful review, staff selected **Zoom Phone through the Zoom Workplace for Education School and Campus Plus bundle**, procured via Charter Tech Services. This solution provides an integrated platform combining Zoom Meetings and Zoom Phone into one comprehensive communication system.

In addition to improved service capabilities, this transition results in a significant annual cost savings of approximately \$16,000.

This transition will:

- Provide enhanced reliability and scalability
- Improve internal and external communication capabilities
- Integrate seamlessly with existing technology infrastructure
- Support long-term organizational growth

RECOMMENDATION:

It is recommended that the Board of Directors approve the purchase of the Zoom Workplace for Education School and Campus Plus bundle through Charter Tech Services and authorize staff to transition from Granite Telecommunications to Zoom Phone.

## Quote 1922



302 Washington St. #811  
 San Diego, CA 92103  
 +18582815001  
 backoffice@chartertechservices.com  
 www.CharterTechServices.com

ADDRESS	SHIP TO	DATE	TOTAL
Excel Academy 1 Technology Drive I-811 Irvine, CA 92618	Excel Academy 1 Technology Drive I-811 Irvine, CA 92618	02/13/2026	<b>\$29,368.23</b>

ACTIVITY	QTY	RATE	AMOUNT
Zoom School & Campus Plus Annual License	150	180.00	27,000.00
Zoom Webinar Annual License	1	900.00	900.00
Zoom Phone Taxes & Fees	1	1,468.23	1,468.23
SUBTOTAL			29,368.23
TAX			0.00
<b>TOTAL</b>			<b>\$29,368.23</b>

THANK YOU.

Accepted By

Accepted Date